

Staff Report for Board

Subject: Committee Appointments

From: Sandy Evans Hall

Decision Considerations:

The following are the proposed committee appointments for 2016

- These appointments are following the committee terms and representation as stated in the Supplemental Operating Procedures and Policies
- These lists do not include Board Members, who will be added to the committees in January

Staff Recommendation: Approve committee appointments



2016 Capital Investment/Transportation Committee

Nominations for 2-Year Appointments Ending 12/31/2017

Name	Title	Business	Representation	Term Ends
<mark>John Bergmann</mark>	Owner	Printart Graphics	At-Large Return	12/31/17
Phil GilanFarr	Architect	CB's Pizza	At-Large Return	12/31/17
Rob Kronkhyte	Trans. Manag.	Squaw Valley	At-Large Return	12/31/17
Wyatt Ogilvy	Land Planner	Ogilvy Consulting	At-Large	12/31/16
Andrew Ryan	Engineer	P-R Design &Eng.	At-Large	12/31/16
Adrian Tieslau	Engineer	Tieslau Consulting	At-Large	12/31/16
Jaime Wright	Executive Dir	TNTTMA	TNTTMA	12/31/16
Tony Karwowski	Dir. Base Ops	Northstar Calif.	TNTTMA New	12/31/17
Dan Wilkins	Director	Tahoe City PUD	Special Dist.	12/31/16
Mike Staudenmayer	Gen. Manager	Northstar CSD	Special Dist. Return	12/31/17
Brian Stewart	Engineer	Tahoe Design DPW	Placer County DPW	12/31/16
Will Garner	Director	PC Transportation	TART Return	12/31/17
Jennifer Merchant	Dep.CEOTahoe	Placer County CEO	NLTRA Board/CEO	12/31/16
			NLTRA Board	12/31/16
			NLTRA Board	12/31/16

Alternates:

John Pang F	ire Chief N	Meeks Bay Fire-Ret	At-Large Return	12/31/17
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Up to 16 members:

- 6 At-Large
- 2 TNTTMA
- 2 Special Districts
- 1 Placer Dept. of Public Works
- 1 Placer TART
- 1 Placer CEO
- 3 (up to) NLTRA Board Members



2016 Marketing Committee

Name	Business/Agency	New or	Term
		Returning	End Year
Becky Moore	Squaw Valley	Returning	2018
Larry Colton	Resort at Squaw Creek	Returning	2018
Todd Jackson	Big Blue Adventure	New	2018
DeDe Cordell	Placer County-Representative	New	2017
Gregg Gibboney	Notched	Returning	2017
Marguerite Sprague	Tahoe Public Art Program Coordinator	Returning	2017
Eric Brandt	Tahoe TV	New	2017
Glenn Cadematori	Northstar California	Returning	2016
Giles Priestland	The Ritz-Carlton, Lake Tahoe	Returning	2016
Christine Horvath	Squaw Valley Alpine Meadows	Returning	2016



2016 BACC Committee

Name	Business/Agency	New or	Term
		Returning	End Year
Lisa Nigon	West Shore Café & Homewood	New	2017
Brad Perry	Incline Village Business Association	New	2017
Cody Hanson	Northstar California	New	2017
Blane Johnson	Sun Bear Realty	New	2017
Chris Perry	Placer County-Representative	New	2017
Adam Wilson	Northstar California-Board Member	Returning	2017
Caroline Ross	Squaw Valley Business Association-Chair	Returning	2017
Stephen Lamb	PlumpJack Squaw Valley Inn	Returning	2017
Stacie Lyans	Tahoe City Downtown Association	Returning	2017
Rob Weston	West Shore Association	Returning	2017
Amber Burke	Northstar California	Returning	2017
Joy Doyle	North Tahoe Business Association	Returning	2017
Ginger Karl	North Lake Tahoe Chamber/CVB/Resort Ass.	Returning	2017
Representative-TBD	Tahoe City Downtown Association	New	2017
Representative-TBD	North Tahoe Business Association	New	2017
Board Member-TBD	North Lake Tahoe Chamber/CVB/Resort Ass.	New	2017



2016 Lodging Committee

Name	Business/Agency	New or	Term
		Returning	End Year
Debbie Milani	Stay in Lake Tahoe	Returning	2017
Jill Schott	Tahoe Moon Properties	Returning	2017
Alex Mourelatos	Mourelatos Lakeshore Resort	Returning	2017
Christy Beck	The Village at Squaw Valley	Returning	2017
Kay Williams	Granlibakken and The Franciscan	Returning	2017
Amy Decko	PlumpJack Squaw Valley Inn	Returning	2017
Suzie Dundas	Hyatt Regency Lake Tahoe	Returning	2017



2016 Finance Committee

Name	Business/Agency	New or Returning	Term End Year
Mike Salmon	Tahoe Donner	Returning	2016
Ramona Cruz	Tahoe City Public Utility District	Returning	2016
Ron Parson	Granlibakken Tahoe	Returning	2016



Date: November 24, 2015

To: NLTRA Marketing Committee and Board of Directors

From: Judy Laverty, JT Thompson, Jason Neary

RE: 2016 Spartan Race World Championship Proposal

There will be a presentation of the RFP for the above event at the meeting. However, due to the extremely confidential nature of the RFP, we are not including it in the packet. Hard copies will be handed out at the meeting and we will ask you to return them to staff after the presentation.

If you have any questions, please contact Judy Laverty at 581-8702 or Judy@GoTahoenorth.com



Spartan Race World Championships ROI Report

Media Relations:

Total Placements: 19

Total Publicity Value: \$47,289*

*Value does not reflect pending inclusion in NBC Spartan Race primetime show.

Placement Highlights:

Sacramento Bee Online and Print, 9/30 http://www.sacbee.com/entertainment/living/healthfitness/article37098129.html





Calling all Spartans! The extreme race's championship is coming to Tahoe



Fox 40 Sacramento, 9/23 http://fox40.com/2015/09/23/spartan-race-world-championship/





Reno Gazette Journal, 10/1
 http://www.rgj.com/story/life/outdoors/recreation/2015/09/30/spartan-way-life-descends-tahoe/73092086/





Additional Placements:

- South Tahoe Now, 9/4 http://southtahoenow.com/story/09/03/2015/lake-tahoe-concert-and-event-schedule-september
- Fox 40 Sacramento, 9/30 http://fox40.com/2015/09/30/spartan-race-comes-to-squaw-valley/
- Lake Tahoe News, 9/26 http://www.laketahoenews.net/2015/09/squaw-to-host-reebok-spartan-race-world-championship/
- Tahoe Weekly, 9/26 http://thetahoeweekly.com/2015/09/wet-n-dirty/
- Reno.com, 9/24 http://www.reno.com/story/things-to-do/2015/09/24/spartan-race-world-championship-oct-3-4-squaw/72761896/
- Tahoe Daily Tribune Online and Print, 10/5
 http://www.tahoedailytribune.com/news/18449868-113/spartan-race-world-championships-making-lake-tahoe-debut
- KTVN Channel 2 Reno, 10/4 http://www.ktvn.com/category/170899/video-landing-page?clipId=11895746&autostart=true
- Daily Republic Online, 10/2 http://www.dailyrepublic.com/sports/the-300-local-athlete-among-spartan-race-elite/
- Visit Reno Tahoe, 10/2 https://www.visitrenotahoe.com/blog/guide-to-the-2015-reebok-spartan-race/
- KRXI Fox 11 Reno, 10/1 http://www.foxreno.com/news/features/mornings-on-fox-11/stories/2015-reebok-spartan-race-world-championship-kicks-off-weekend-2537.shtml

Content Marketing:

- Inclusion in North Lake Tahoe Marquee Events press release and pitch
- Inclusion on Go Tahoe North blog, 9/9
- North Lake Tahoe Newsletter, 9/9: https://t.e2ma.net/message/32pth/voh3tk

Social Media

Number of posts: 4 Impressions: 3,000 Engagements: 300

In addition to previewing the Spartan Race across social media, The Abbi Agency attended the event October 5 to post live photos from the event welcoming all athletes and inspiring future participants.

n north lake tahoe

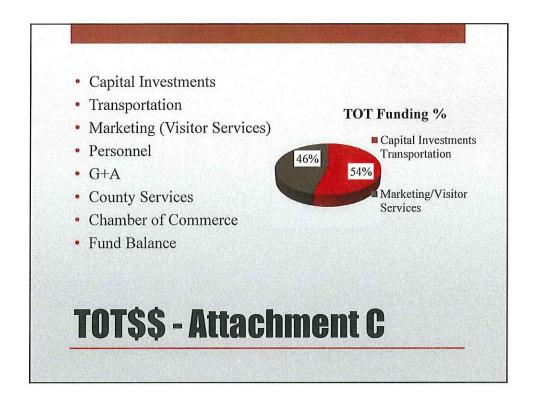


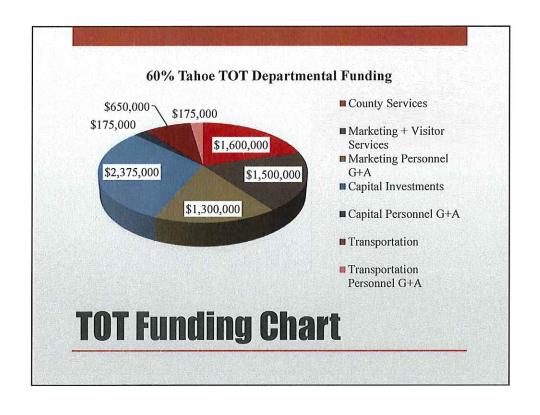
2015-16 Placer/NLTRA Agreement

GOAL: By 2020 we will have an improved relationship with Placer County

- March NLTRA identifies needs
- April 1 County provides \$TOT total for NLTRA
- April Meet with committees, draft SOW and budget
- May 4 NLTRA approves draft budget, within 30 days negotiate with County
- June 1 NLTRA and (later in June) BOS approve contract
- June (end) NLTRA approves organization budget
- July 1 Start fiscal year!

Timeline – annual process





- Attachment A Scope of Work
- Attachment A-1 Research and Planning
- Attachment A-2 Transportation Projects
- Attachment A-3 Marketing Budget
- Attachment B Payment Schedule
- Attachment C Budget
- Attachment D Special Event Grant
- Attachment E Reporting Schedule
- Attachment E-1 Marketing Metrics
- Attachment F Marketing Reserve

Attachments

- Monthly
- Quarterly
- · Semi-Annual
- Annual

All to be delivered in hard copy as well as sent electronically, by 5 p.m. on the due date

Reporting

- · Added to the Scope of Work this year along with tasks
- Are integrated into the Strategic Goals Action Plans
- May 1 Progress Report due to the County

Key Performance Indicators

- Date specific
- · Non-date specific

Compliance Calendar

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

THIS AMENDED AND RESTATED AGREEMENT MADE AND ENTERED INTO THIS 18th DAY OF August, 2015 BY AND BETWEEN the County of Placer, hereinafter referred to as "COUNTY" and the North Lake Tahoe Resort Association, Inc., a California Nonprofit Public Benefit Corporation, hereinafter referred to as "RESORT ASSOCIATION".

WHEREAS, the 1995 North Lake Tahoe Tourism Development Master Plan recommended the consolidation of the Tahoe North Visitors and Convention Bureau and the North Lake Tahoe Chamber of Commerce into a Resort Association; and,

WHEREAS, the *North Lake Tahoe Tourism Development Master Plan* recommended a Resort Association to oversee a full spectrum of tourism management functions, including marketing and visitor services, and the development, planning, and implementation of transportation and infrastructure projects; and,

WHEREAS, the COUNTY is desirous of obtaining certain services as recommended by the North Lake Tahoe Tourism Development Master Plan, and its successor plan, the North Lake Tahoe Tourism and Community Investment Master Plan, approved by the Placer County Board of Supervisors on July 26, 2004; and

WHEREAS, the NORTH LAKE TAHOE RESORT ASSOCIATION, Inc., a California Nonprofit Public Benefit Corporation, has been organized under the Nonprofit Public Benefit Corporation Law for public purposes, to promote, enhance, reinvigorate, coordinate, and direct tourism for the economic betterment of North Lake Tahoe, California, and is willing to perform certain services for the COUNTY to implement the North Lake Tahoe Tourism and Community Investment Master Plan, and

WHEREAS, the COUNTY recognizes and values the local input process provided by the RESORT ASSOCIATION to maintain ongoing area-specific expertise and review of tourism marketing and capital infrastructure and operational investments.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. SCOPE OF WORK

RESORT ASSOCIATION shall perform the Scope of Work as set forth in Attachment A, attached hereto and incorporated herein by reference. Without restricting or otherwise limiting the work to be performed as described in Attachment A and its attachments, it is agreed the intent of this Agreement is that the RESORT ASSOCIATION shall, in performing the work, do the following: I) provide a full spectrum of administrative and management activities for tourism marketing and visitor services for the Placer County portion of the

North Lake Tahoe region. These services at times may include cooperative regional marketing, transportation and visitor services efforts. Any regional marketing, transportation and visitor services efforts shall not result in a competitive benefit to participating external jurisdictions; 2) undertake its activities to assist COUNTY in implementing the *North Lake Tahoe Tourism and Community Investment Master Plan* (TCIMP); and, 3) assist COUNTY with implementation of necessary public infrastructure and operational improvements for the benefit of the tourism-based economy in the Placer County portion of the North Lake Tahoe region.

The Scope of Work may be amended only upon written approval between the RESORT ASSOCIATION and the County Executive Office; provided, however, that no such amendment shall increase the compensation paid hereunder without execution of a written amendment approved by the Board of Supervisors.

2. CONDUCT OF BUSINESS OF THE ASSOCIATION

- A. All Board and Committee meetings of the RESORT ASSOCIATION shall be conducted in such a manner as to afford and encourage public attendance and participation. No later than 10 AM on two (2) business days prior to the date of a meeting of the Board or Committee, the agenda shall be posted at the meeting place and at other appropriate locations in the North Lake Tahoe community, and to the RESORT ASSOCIATION'S website. Available agenda packet support materials shall also be posted to the RESORT ASSOCIATION's website no later than 10 AM on two (2) business days prior to the date of a meeting of a RESORT ASSOCIATION Board or Committee. Any agenda packet support materials provided to the Board or Committee after the posting deadline shall be posted to the RESORT ASSOCIATION's website within one (1) business day following conclusion of the meeting. The public shall be given an opportunity to attend each Board and Committee meeting and to directly address the Board or Committee on any item on the agenda and on the business of the RESORT ASSOCIATION generally.
- B. The RESORT ASSOCIATION need not discuss confidential matters involving litigation; attorney-client privileged matters, or personnel issues in public session. The RESORT ASSOCIATION shall make every effort to maximize public input into its decision-making process.
- C. All RESORT ASSOCIATION Board members and Executive Management, including but not limited to, the Chief Executive Officer/Executive Director, the Director of Partnerships and Planning, the Director of Finance and Human Resources, the Chief Marketing Officer and the Director of Visitor Services shall, upon taking office and no later than February 28 of each year thereafter, file a State of California Fair Political Practices Commission Form 700 with the County Clerk-Recorder and shall provide a copy of such filing to the County Executive Office.
- D. The RESORT ASSOCIATION shall maintain and provide to COUNTY a list of its employees, Board members, and contract employees who are, in the course of their employment, represented on local and regional bodies. Given the funding relationship between the COUNTY and RESORT ASSOCIATION and the need to represent both organizations' interests in a coordinated manner, the County Executive Office shall be responsible to ensure said representation is not in conflict with COUNTY goals and

2

objectives and that collective interests of the COUNTY and the RESORT ASSOCIATION are represented. Should the County Executive Office find such a conflict occurs, the County Executive Office shall bring said conflict to the attention of the Executive Committee of the RESORT ASSOCIATION for resolution and the RESORT ASSOCIATION shall within fifteen (15) business days communicate all resolution measures undertaken to the County Executive Office. Should, in the sole judgment of the County Executive Office, the conflict not be resolved through such resolution measures, the RESORT ASSOCIATION shall remove said representative at the request of the County Executive Office.

E. To the extent the RESORT ASSOCIATION or any third party under grant or contract from the RESORT ASSOCIATION expends TOT for any project, program, service and/or support in any amount greater than \$25,000, the RESORT ASSOCIATION shall utilize and require any third party contractors, sub-contractors, grantees and/or subgrantees to utilize a competitive bidding or procurement process. The \$25,000 threshold may not be avoided by artificially splitting or breaking up contracts into lesser agreements, or entering into a series of agreements for sums below the \$25,000 threshold. Should it be found that any project, program, service and/or support that was originally anticipated to cost less than \$25,000, will in total aggregate value exceed \$25,000, the contract for such project, program, service and/or support shall be reviewed by the RESORT ASSOCIATION Board of Directors, who shall determine if a competitive bidding or procurement process shall be utilized for the amount of the expense in excess of \$25,000 or if an exception from the competitive bidding/procurement policy is reasonably necessary to avoid interruption in RESORT ASSOCIATION's ability to comply with this Agreement and Scope of Work. In projects involving capital improvements RESORT ASSOCIATION shall be solely responsible for compliance with applicable state and federal prevailing wage and other labor laws. All such projects, programs, services and/or support shall be provided for under a contract for services that includes a scope of work and milestones for completion of the work. This process is intended to ensure that the work is awarded in an impartial manner to the most responsive and best qualified contractor and to make certain that the projects, programs, services and/or support are accomplished in a cost-effective manner. This provision is not applicable to RESORT ASSOCIATION's membership in the Reno Air Service Corporation (RASC) or the Sierra Ski Marketing Council (SSMC). This provision is also not applicable when the project, program, service and/or support is being provided directly by a governmental entity or non-profit public benefit corporation that does not compete with other potential service providers, however, if the governmental entity or non-profit public benefit corporation sub-contracts any portion of the project, program, service and/or support in an amount greater than \$25,000 to a third-party entity, a competitive bidding or procurement process for shall be utilized for that portion of the project. Should a project, program, service and/or support not be available through a competitive bidding process, RESORT ASSOCIATION and/or any third-party contractor, sub-contractor or grantee shall include sole-source justification documentation or other documentation substantiating that the project, program, service and/or support was not able to be competitively bid and such documentation shall be attached to the contract(s) for any such project, program, service and/or support.

A copy of all contracts for projects, programs, services and/or support in any amount greater than \$25,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract and shall be accompanied by documentation verifying

₃ 11

that the competitive bidding or procurement process as required by this Agreement was utilized and/or will be utilized by any third party under grant or contract to provide the project, program, service and/or support.

- F. All projects, programs, services and/or support, including initial pre-project planning and feasibility phases, in an amount greater than \$10,000 must be accompanied by a scope of work and contract which is reviewed and approved by the Board of Directors. This includes funds granted for phased projects and programs. A copy of all contracts for projects, programs, services and/or support in any amount greater than \$10,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract.
- G. RESORT ASSOCIATION staff shall within twenty-nine (29) calendar days notify and provide supporting documentation in writing to the Board of Directors for any unbudgeted project, program, service and/or support expense of \$2,500 or greater.
- H. The RESORT ASSOCIATION shall maintain updated bylaws that reflect current Board composition and committee structures.
- I. The RESORT ASSOCIATION shall coordinate its legislative and other advocacy recommendations on issues of local or regional importance with the County Executive Office and shall undertake any legislative advocacy activities only following notification of and approval by the County Executive Office. The RESORT ASSOCIATION Board of Directors shall adopt a legislative platform consistent with Placer County policies, and approved by the County Executive Office, not later than their February meeting of each year.

The RESORT ASSOCIATION shall not use any funds received under this Agreement for political contributions of any type. The RESORT ASSOCIATION may use budgeted funds received under this Agreement to obtain legislative advocacy services, so long as those services are exclusively utilized in a manner consistent with the intent and purpose of this Agreement and the duly adopted policies of the COUNTY regarding any issue for which such services are obtained by the RESORT ASSOCIATION. Such efforts may include advocacy for state and federal funding to implement identified infrastructure projects, transit operations, and/or other legislative efforts consistent with the intent and purpose of this Agreement that are allowable with respect to expenditure of public funds.

In the event that the RESORT ASSOCIATION engages in any other expenditures for legislative advocacy or political purposes utilizing funding from sources other than the COUNTY, the RESORT ASSOCIATION shall notify the COUNTY accordingly and shall certify in writing upon the request of the COUNTY that all such expenditures are from funds other than those provided by this Agreement.

3. TERM AND TIME OF COMPLETION

The term of this Agreement is from July 1, 2014 through June 30, 2016, and may be extended from year to year thereafter as provided in Section 12. Budget and Scope of Work amendments are anticipated three times during the contract term consistent with adjustments made to work tasks as fund balance is allocated and the FY 2015-16 Tahoe TOT budget is agreed upon.

4

4. PROGRESS REPORTS

RESORT ASSOCIATION shall submit such progress reports and information as may be requested by COUNTY, including, but not limited to, the following requirements:

- A. The RESORT ASSOCIATION shall provide regular progress reports to the COUNTY as identified in Attachment E of this Agreement (Progress and Performance Reporting Schedule). The report(s) shall, as necessary, describe the need to revise the Scope of Work to achieve the desired program objectives, explain any unanticipated difficulties in achieving program objectives, and propose amendments to this Agreement as may be necessary to achieve the objectives of the parties. Financial reports and schedules included in the regular progress reports shall be specific to TOT funds and expenses. Upon receipt of any progress report, the COUNTY may request additional information regarding the activities of the RESORT ASSOCIATION, which shall be provided to the COUNTY in writing within fifteen (15) business days of any such request.
- B. No later than April I of each contract year the County Executive Office will provide a total contract budget figure to the RESORT ASSOCIATION. Within two (2) business days of the first RESORT ASSOCIATION Board meeting in May of each year, the RESORT ASSOCIATION shall submit to the County Executive Office in writing a proposed Scope of Work and an accompanying budget request for the subsequent fiscal year. The request shall include any suggestions for revision to the Scope of Work and program objectives, identify the costs thereof, if any, and a progress report measuring Key Performance Objectives as identified in the Scope of Work, Attachment A. COUNTY will provide a written response and coordinate a meeting with appropriate participants from COUNTY and RESORT ASSOCIATION staff and Board members to review and resolve any outstanding differences within thirty (30) calendar days of receipt of the proposed Scope of Work and accompanying budget.
- C. Prior to submittal to the COUNTY, the proposed budget and Scope of Work shall be made available by the RESORT ASSOCIATION for public review and comment in public forums at the RESORT ASSOCIATION Board of Directors and Committee meetings. All Board of Directors, Committee and public feedback on the proposed budget and Scope of Work shall accompany the submittal to the COUNTY. Any current RESORT ASSOCIATION funding partners, both public and private, who could be negatively impacted by funding proposed to be excluded from the proposed budget will be directly notified in advance of the review and comment process and provided an opportunity to submit comments in accordance with this subsection. Funding partner is defined as an entity that receives TOT funds from the RESORT ASSOCIATION to support regular, ongoing services and/or operations provided for the direct benefit of the tourism-based economy in North Lake Tahoe. Funding partner does not include individual Capital Improvement or Special Event grant recipients.
- D. The RESORT ASSOCIATION shall have an annual audit of assets and liabilities performed and shall provide the same to the COUNTY within thirty (30) calendar days of its completion. Such audit shall include a TOT Budget to Actual Schedule as supplemental information in the audit report. RESORT ASSOCIATION shall utilize a competitive bidding process to secure the services of the audit firm which is to perform the annual audit and shall include the County Executive Officer or his/her designee on

the panel that reviews proposals received as a result of such competitive bidding process and selects the audit firm to perform the audit. The term of contract with the audit firm, including any extensions, shall not exceed five (5) years in duration. The COUNTY shall have the right to perform an audit of the financial records of the RESORT ASSOCIATION at its own cost at any time to verify payments and expenditures made under this Agreement. Upon request of the COUNTY, the RESORT ASSOCIATION agrees to make its financial records available to the COUNTY for any such review within a reasonable period of time.

E. RESORT ASSOCIATION shall submit each written Progress Report required under this Agreement directly to the County Executive Office in both electronic and hard copy. To the extent that any of the Progress Reports required by this Agreement may also be provided to the Board of Directors and/or Committees of the RESORT ASSOCIATION as a part of a meeting packet or other correspondence and the County Executive Office may be included in the distribution thereof, such distribution shall not constitute submission of the Progress Report to the County Executive Office for purposes of satisfying the provisions of this Agreement. All Progress Reports required under this Agreement shall be archived by the RESORT ASSOCIATION in a format readily accessible if requested by the COUNTY or the general public.

5. COMPENSATION

A. MAXIMUM LIMIT

- 1) The RESORT ASSOCIATION'S total FY 2014-15 compensation is \$5,334,194, as set forth in detail on Attachment B (FY 2014-15 and FY 2015-16 Payment Schedule Amendment #2). The FY 2015-16 COUNTY Lake Tahoe Tourism budget includes a total of \$6,200,000 for the RESORT ASSOCIATON contract and is predicated upon receipt of TOT funds at the budgeted level. Of that amount, \$2,327,310 shall be allocated to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury and \$616,530 shall be allocated to the Lake Tahoe Tourism Transit/Transportation Account held in the COUNTY Treasury. Costs for services, programs and/or projects provided by the COUNTY shall be paid either through a journal transfer process or direct disbursement from COUNTY to its contract service provider(s). The remaining \$3,256,160 shall be the maximum total FY 2015-16 compensation paid from COUNTY to the RESORT ASSOCIATION for the services outlined in the attached Scope of Work (Attachment A) and budget (Attachments A-I, A-2, A-3 and C). Such payment shall be made in monthly progress payments, as set forth in in detail on Attachment B. All expenses of the RESORT ASSOCIATION, including any expert or professional assistance, any travel or per diem costs, any administrative services, and any capital expenditures necessary to complete the Scope of Work shall be paid only from the monies identified for each specific purpose, and within the budget limit set forth above.
- 2) The total compensation amount for each Fiscal Year reflects the amount approved in the Board of Supervisors Final Budget for that fiscal year, and may also be subject to further written amendment based upon any subsequent agreement and budget revisions approved by the Board of Supervisors. Such budget revisions shall also be based on approved percentage formulas and funding availability, including TOT revenues and previous fiscal year fund balance, which may be adjusted, either

6

positively or negatively. Subsequent contract years will be negotiated based on the process and timeline outlined in Section 4. B. of this Agreement, based on distribution of budgeted Lake Tahoe TOT revenue, exclusive of staff, general and administrative expenses, which shall be adjusted equal to the most recent San Francisco Consumer Price Index. Certain general and administrative expense(s) may be approved by the County Executive Office for a budget adjustment in an amount higher than the most recent San Francisco Consumer Price index if the RESORT ASSOCIATON can substantiate that the expense increase is due entirely to circumstances outside of its control and that without making such adjustment expenses would need to be cut in other budget areas which would significantly diminish the RESORT ASSOCIATION's ability to accomplish its responsibilities and Scope of Work under this Agreement.

3) COUNTY and RESORT ASSOCIATION agree that, to the extent possible, COUNTY Tourism Services provided by Placer County which are funded from the Tahoe TOT budget will align with the mission of the RESORT ASSOCIATION and goals set forth for the organization by the COUNTY.

B. CAPITAL IMPROVEMENTS ACCOUNT

- I) Maximum FY 2014-15 TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed \$95,205 and General and Administration TOT expenses shall not exceed \$72,201. Maximum FY 2015-16 TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed \$99,743 and General and Administration TOT expenses shall not exceed \$74,110. Any overages shall, within forty-five (45) business days from the end of the each fiscal year, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.
- 2) Other than Personnel/Overhead and General and Administration expenses noted in Subsection I above, action by the Board of Supervisors is required for the expenditure of Capital Improvements funds following recommendations of the RESORT ASSOCIATION Capital Investment/Transportation Committee to the RESORT ASSOCIATION Board of Directors and approval of RESORT ASSOCIATION recommendations by the Board of Supervisors. RESORT ASSOCIATION shall annually recommend to COUNTY implementation of capital improvement projects consistent with the Scope of Work (Attachment A) and budget (Attachment C). In order to track progress and completion of tasks associated with projects and programs implemented with TOT funds, the RESORT ASSOCIATION will utilize a contract format for all Capital Improvement projects, programs and/or services allocated TOT funds in the amount of \$10,000 or greater. The contract format shall include a scope of work and progress payment schedule. Invoices for all approved capital improvement projects will be paid directly by COUNTY upon submission of the invoice to the COUNTY by the RESORT ASSOCIATION. Such invoices must be accompanied by documentation substantiating that the work has been completed/and or services have been provided in accordance with the contract and scope of work for the approved project. Allocation of Lake Tahoe Tourism Capital Improvement Account funds held in the County Treasury for COUNTY projects or services provided by the COUNTY shall

7

be completed via an internal journal transfer upon written request from the COUNTY Department of Public Works following review and approval of such request by the RESORT ASSOCIATION and County Executive Office.

- 3) COUNTY will provide FY 2014-15 year end infrastructure and/or capital maintenance contract balances including applicable interest to RESORT ASSOCIATION by September I, 2015. COUNTY will provide FY 2015-16 year end infrastructure and/or capital maintenance contract balances including applicable interest to RESORT ASSOCIATION by September 1, 2016.
- 4) The RESORT ASSOCIATION Capital Investment/Transportation Committee shall include 16 members with the following representation: three North Lake Tahoe Resort Association Board members, three Placer County representatives (one member representing the Placer County Executive Office, one member representing Placer County Tahoe Area Regional Transit, one member representing the Placer County Public Works/Facilities department), two members representing the Truckee North Tahoe Transportation Management Association, two representatives from Special Districts that provide visitor services (to be rotated to two new Districts on an bi-annual basis, as necessary), and six Community At-Large members. All jurisdiction and entity representatives will be appointed by the representative jurisdiction, and accepted by the RESORT ASSOCIATION Board of Directors. Appointment of the Community At-Large representatives will be recommended by the RESORT ASSOCIATION Board of Directors and approved by the County Executive Office.
- 5) Expenditure of Research and Planning funds allocated to the Capital Improvements Account does not require Board of Supervisors approval, but shall be limited to expenditure on Research and Planning Activities that provide advance studies, concept or preliminary planning, technical fact-finding or analysis, data collection, community workshops, and public opinion surveys that lead toward the advancement of projects eligible for funding from the Capital Improvements Account as outlined in the TCIMP, and as specified in the RESORT ASSOCIATION annual budget. A list of Research and Planning fund activities planned for FY 2015-16 is included in the Scope of Work, Attachment A-1.

In ongoing recognition of the need for maintenance of tourist-serving Infrastructure projects envisioned in the Tourism/Community Investment Master Plan, a Lake Tahoe Tourism Capital Maintenance Reserve Account has been established and is held in the County Treasury. The funds will assist in meeting certain maintenance needs for visitor-serving projects. The process for allocation of maintenance funds will include Committee and Board recommendation and Placer CEO approval, prior to expenditure.

C. MARKETING ACCOUNT

1) Maximum FY 2014-15 TOT expenses for Personnel/Overhead shall not exceed \$778,186 and General and Administration TOT expenses shall not exceed \$523,784. Maximum FY 2015-16 TOT expenses for Personnel/Overhead shall not exceed \$796,581 and General and Administration TOT expenses shall not exceed \$537,599. Any overages shall, within forty-five (45) business days from the end of

8

- the each fiscal year, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.
- 2) In order to track progress and completion of tasks associated with projects and programs implemented with Transient Occupancy Tax (TOT) funds, the RESORT ASSOCIATION will utilize a contract format for all Marketing Account projects, programs and/or services that are allocated TOT funds in the amount of \$10,000 or greater. The contract format shall include a scope of work and progress payment schedule.
- 3) In each fiscal year, the Marketing Account shall maintain a total ten (10) percent reserve of the average of the three prior fiscal years total budgeted Marketing Account expenditures to provide for fluctuations in the TOT collected. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this Agreement. If Marketing Account reserve funds are expended as called for in Attachment F, the funds will be reimbursed to the reserve account prior to the end of the following fiscal year.
- In order to meet the TCIMP goals of "conducting more direct marketing and sales in cooperation and coordination with its member businesses and constituents," and consistent with the Scope of Work, a Community Marketing program shall allocate \$100,000 toward the development of special projects and programs that promote visitation to communities within the Placer County portion of North Lake Tahoe. Of that total, the Community Marketing program will set aside \$30,000 to be allocated between the West Shore Association, Northstar Village Retailers Association and the Squaw Valley Business Association, based on pre-determined criteria only after consensus recommendation of the RESORT ASSOCIATION'S Business Association-Chamber Collaborative (BACC). Payments to such Associations may occur only following recommendation by a majority vote of the RESORT ASSOCIATION Board of Directors. Distribution of Community Marketing program funds in the amount of \$10,000 each to the North Tahoe Business Association and Tahoe City Downtown Association will be accomplished through separate contracts with the COUNTY Economic Development Department. These Associations will continue annual program planning in consultation with, and provide expenditure reports to the BACC, in accordance with their respective COUNTY Economic Development contracts. The remaining \$50,000 balance will be distributed through a Special Events mini-grant process, for which the North Lake Tahoe Chamber of Commerce is an eligible applicant and recipient. A Subcommittee of the BACC shall be formed for the purpose of reviewing Special Events mini-grant applications and recommending approval and/or denial thereof to the RESORT ASSOCIATION Marketing Committee. The Marketing Committee shall review the recommendations of the Subcommittee and submit a subsequent recommendation to the RESORT ASSOCIATION Board of Directors for consideration and approval. Attachment D to this Agreement includes the Special Event mini-grant eligibility criteria list, as well as post-event data required to be submitted by each grant recipient to allow the RESORT ASSOCIATION to determine Return on Investment (ROI) for each grant awarded. RESORT ASSOCIATION shall provide to COUNTY a Special Event mini-grant program ROI analysis as a component of RESORT ASSOCIATION's Year-End 120

- Organizational Performance Report as required in accordance with Attachment E to this Agreement.
- 5) As identified in the TCIMP, the RESORT ASSOCIATION and Placer County Executive Office have developed and approved a mutually agreed upon set of ROI indicators from the expenditure of all dollars expended by the RESORT ASSOCIATION for direct marketing promotion. The purpose of this requirement is to ascertain the effectiveness of the COUNTY'S investment in direct marketing and promotions services provided by the RESORT ASSOCIATION. As recommended in the TCIMP, the specific set of ROI indicators developed shall use measurable objectives and tracking mechanisms, so that RESORT ASSOCIATION marketing program expenditures, as recommended in the TCIMP, can be "measured, tracked, and evaluated based on ROI." The resultant Marketing Performance Review Document is included as Attachment E-1 to this Agreement. An ROI data and analysis report shall be provided to the Placer County Executive Office based on specifications agreed to by the Placer County Executive Office as part of the Semi-Annual reports specified in Attachment E of this Agreement. The summer report (April-September) is due no later November 15th of each year and the winter report (October-March) is due no later than May 15th of each year.
- 6) The RESORT ASSOCIATION shall work with the Placer County Office of Economic Development to develop a Scope of Work associated with the allocation of \$40,000 in Tahoe TOT funds for the provision of visitor information and tourism development services at the Placer County Visitor's Bureau California Welcome Center on behalf of the RESORT ASSOCIATION. It is anticipated that these actions shall be completed by October 1 of each contract year.
- 7) The RESORT ASSOCIATION Board has established a commission structure which charges fifteen (15) percent for booked leads for conference business outside of jurisdictions that are members of the North Lake Tahoe Marketing Cooperative (Placer/Washoe). This structure may only be amended following approval by the COUNTY.
- 8) The RESORT ASSOCIATION shall undertake periodic reviews to ensure that all lodging properties and vacation rental firms in Placer County portion of North Lake Tahoe are listed on any and all websites, printed materials and guides that include lodging listings and which are paid for, all or in part, with TOT funds. All web-based listings shall include direct links to property or firm websites when available.
- 9) The RESORT ASSOCIATION has entered into a Cooperative Marketing Agreement with the Incline Village Crystal Bay Visitors Bureau (IVCBVB). Consistent with the terms of the North Lake Tahoe Marketing Cooperative Participation Agreement between the RESORT ASSOCIATION and the IVCBVB, the following stipulations are also made part of this Agreement between the RESORT ASSOCIATION and the COUNTY.
 - a) No provision in the North Lake Tahoe Marketing Cooperative Participation Agreement shall be interpreted as to supersede or conflict with any provision of the current Agreement between the COUNTY and the RESORT ASSOCIATION as approved by the RESORT ASSOCIATION and the COUNTY.

RESORT ASSOCIATION shall ensure that TOT funds contributed by it to the North Lake Tahoe Marketing Cooperative will be expended in accordance with Section 2. E. of this Agreement. RESORT ASSOCIATION shall ensure that prior to the North Lake Tahoe Marketing Cooperative's execution of any contract which will result in the expenditure of \$25,000 or more of Placer County TOT funds, the RESORT ASSOCIATION's Board of Directors shall have opportunity to review the contract and provide written comments to the North Lake Tahoe Marketing Cooperative through its appointed representation on the Cooperative Marketing Committee of the North Lake Tahoe Marketing Cooperative. RESORT ASSOCIATION shall ensure that all contracts for services and/or support executed by the North Lake Tahoe Marketing Cooperative that result in the expenditure of \$10,000 or more of Placer County TOT funds will be accompanied by a scope of work and that a copy of the contract will be provided to the RESORT ASSOCIATION. Within fifteen (15) days business days of receipt of the contract, RESORT ASSOCIATION shall provide a copy to COUNTY.

- b) The RESORT ASSOCIATION shall provide a detailed separate accounting of the expenditures of the Cooperative to the COUNTY on a quarterly basis. Such accounting shall include a list of any expense of the Cooperative funded with Placer County TOT, the amount of the expense and the vendor to which the amount was paid. Such accounting shall be submitted both electronically and in hard copy to the County Executive Office as a component of the Quarterly Financial Reports identified in Attachment E to this Agreement.
- c) The RESORT ASSOCIATION shall include Marketing Performance Indicators based on the total annual expenditures of the North Lake Tahoe Marketing Cooperative as part of the RESORT ASSOCIATION'S adopted Marketing Performance Review Document, an updated copy of which shall be provided to COUNTY as part of the RESORT ASSOCIATION'S Year End Report to COUNTY.
- d) Activities, including program oversight, and any decisions made by the Cooperative Marketing Committee, as defined in Section 8 of the North Lake Tahoe Marketing Cooperative Agreement, shall be consistent with the budget resources and marketing direction approved by the RESORT ASSOCATION Board of Directors, in accordance with its approved Operating Procedures and Policies document.

D. TRANSPORTATION ACCOUNT

1) Maximum FY 2014-15 TOT expenses for Personnel/Overhead shall not exceed \$98,630 and General and Administration TOT expenses shall not exceed \$62,392. Maximum FY 2015-16 TOT expenses for Personnel/Overhead shall not exceed \$99, 743 and General and Administration TOT expenses shall not exceed \$64,055. Any overages shall, within forty-five (45) business days from the end of each fiscal year, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

- 2) Expenditure of Research and Planning funds allocated to the Transportation Account shall be limited to expenditure on Research and Planning Activities that provide advance studies, including plans, specifications and engineering, concept or preliminary planning, technical fact-finding or analysis, data collection, community workshops, and public opinion surveys that lead toward the advancement of projects eligible for funding from the Transportation Account as outlined in the TCIMP. A list of potential Research and Planning fund activities for FY 2015-16 is included in the Scope of Work, Attachment A-1.
- 3) RESORT ASSOCIATION shall annually recommend to COUNTY implementation of transit and transportation services and programs consistent with the Scope of Work (Attachment A) and budget (Attachments A-2 and C). Additions or changes to the transit and transportation service programs require approval in advance by both the RESORT ASSOCIATION Board of Directors and the County Executive Office. COUNTY shall provide directly or contract for those recommended transit and transportation service programs approved by the Board of Supervisors, with exception of the summer traffic management program, summer hourly nighttime transit service and the scheduled airport shuttle service until the expiration or termination of any contracts for such services that are in effect as of the date of this Agreement. Upon termination or expiration of such contracts, COUNTY shall provide or contract directly for such services. Invoices for all approved transit and transportation service programs will be paid directly by COUNTY upon submission of the invoice to the COUNTY by the RESORT ASSOCIATION. Such invoices must be accompanied by documentation substantiating that the services have been provided in accordance with the contract and scope of work between the RESORT ASSOCIATION and the service provider. Allocation of Transportation Account funds for COUNTY projects or services provided by the COUNTY shall be completed via an internal journal transfer upon written request from the COUNTY Department of Public Works following review and approval of such request by the RESORT ASSOCIATION and County Executive Office.
- 4) All Transportation Account fund balance from the previous fiscal year and interest on funds earned in the RESORT ASSOCIATION Transportation Account shall, within forty-five (45) business days from the end of the fiscal year, be returned to COUNTY for deposit into the Lake Tahoe Tourism Capital Improvements account held in the County Treasury.
- 5) Transportation Account funds earmarked for services to be provided by the COUNTY, either directly or through a contract vendor, will not be allocated to the RESORT ASSOCIATION. Allocation of Lake Tahoe Tourism Transportation Account funds held in the County Treasury for transit and transportation services provided by the COUNTY shall be completed via an internal journal transfer upon written request from the COUNTY Department of Public Works following review and approval of such request by the RESORT ASSOCIATION and County Executive Office. COUNTY will provide FY 2015-16 year end transportation contract balances including applicable interest to RESORT ASSOCIATION by September 1, 2016.
- 6) All contracts for transit and transportation services funded in whole or in part by Placer County TOT revenue shall include requirements consistent with applicable

state and federal law, including, but not limited to 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"; 49 CFR Part 382 "Controlled Substances and Alcohol Use and Testing"; 49 CFR Part 40 "Procedures for Transportation Workplace Drug Testing Programs"; 49 CFR Part 37 "Transportation Services for Individuals with Disabilities"; 49 CFR Part 38 "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles"; 49 CFR Part 395 "Hours of Service of Drivers"; California or Nevada commercial drivers licensing requirements for applicable passenger transportation; and be reviewed, and corrected, if necessary, for consistency with COUNTY insurance requirements. RESORT ASSOCIATION shall be responsible to institute written monitoring policies and procedures and to conduct, or cause to be conducted, periodic monitoring of all transit and transportation services contracted by RESORT ASSOCIATION which are funded in whole or in part by Placer County TOT to ensure that the requirements of applicable state and federal law as specified above are met. The results of such periodic monitoring shall be provided in both electronic and hard copy format to the County Executive Office within forty-five (45) business days of the close of each calendar quarter.

E. PAYMENT SCHEDULE

- 1) Payments for FY 2014-15 shall be made to the RESORT ASSOCIATION as set forth in Attachment B, for the term of this Agreement, predicated on the ongoing fulfillment of the terms of this Agreement, and based upon the receipt of progress reports as outlined in Section 4 and Attachment E. The Payment Schedule for FY 2014-15 will begin on September 1, 2014 or upon execution of this Agreement. The FY 2014-15 Payment Schedule may be amended with the written approval of the County Executive Officer or his designee. Such amendment may include advance funding for administration, marketing, and transportation as mutually agreed upon by the parties; however, in no event shall such amendments create any additional liability to COUNTY, or additional compensation to RESORT ASSOCIATION without approval of the Board of Supervisors (i.e. any advance would be comprised of funds included within the RESORT ASSOCIATION TOT budget and overall Agreement amount).
- 2) Payments for FY 2015-16 shall be made to the RESORT ASSOCIATION as set forth in Attachment B, for the term of this Agreement, predicated on the ongoing fulfillment of the terms of this Agreement, and based upon the receipt of progress reports as outlined in Section 4 and Attachment E, including a monthly Account Transaction Detail Report. Upon request of COUNTY, RESORT ASSOCIATION shall meet with COUNTY to review and reconcile the monthly Account Transaction Detail Report. The Payment Schedule for FY 2015-16 will begin on September 1, 2015. The FY 2015-16 Payment Schedule may be amended with written approval of the County Executive Office. Such amendment may include advance funding for administration and marketing as mutually agreed upon by the parties; however, in no event shall such amendments create any additional liability to COUNTY, or additional compensation to RESORT ASSOCIATION without approval of the Board of Supervisors (i.e. any advance would be comprised of funds included within the RESORT ASSOCIATION TOT budget and overall Agreement amount.

- 3) COUNTY and RESORT ASSOCIATION hereby agree that RESORT ASSOCIATION currently holds COUNTY TOT funds in the amount of \$362,262 (\$362,262 of the total \$392,909 RESORT ASSOCIATION Unrestricted Net Assets as of April 30, 2015, that were paid by COUNTY to RESORT ASSOCIATION in previous fiscal years and were not expended for the purpose they were paid and for which there are no outstanding liabilities. These funds shall be tracked and clearly designated as restricted assets on the face of all draft and audited financial statements. By October 31, 2015 the COUNTY Auditor-Controller, COUNTY Chief Financial Officer and the RESORT ASSOCIATION Chief Financial Officer shall meet and make a joint determination as to the following:
 - a) What portion, if any, of these funds may be retained and utilized by the RESORT ASSOCIATION for cash-flow purposes associated with fulfilling its responsibilities under this Agreement;
 - b) what portion, if any, of the funds are to be returned to COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the County Treasury and the date by which such payment shall be made; and,
 - c) any other designation and/or restriction of these funds which may be prudent and in keeping with generally accepted accounting principles.
- 4) Allocation of funds for all services and projects approved by the RESORT ASSOCIATION Board of Directors and the Board of Supervisors and which are to be implemented directly by or under direct contract with the COUNTY shall be conducted via internal journal transfer or disbursement directly by the COUNTY. Journal transfers as described above shall be accompanied by electronic written notice to the RESORT ASSOCIATION.

G. RIGHT TO WITHHOLD PAYMENTS

- I) COUNTY, in its sole discretion, may withhold part or all of monthly payments, if the RESORT ASSOCIATION:
 - a) Does not comply with the requirements set forth in this Agreement; or,
 - b) Does not adhere to the Scope of Work, detailed work plans and key milestones for measuring progress; or,
 - c) Fails to take prompt and effective corrective action to remedy material variances from the Scope of Work, detailed work plans and key milestones for measuring progress.
 - d) Fails to provide, upon request, adequate documentation to COUNTY validating that any contract expense has been incurred in accordance with the terms of this Agreement.
- 2) Payments shall not be withheld unless and until COUNTY:
 - a) Provides RESORT ASSOCIATION a written notice of intent to withhold payment; and,
 - b) Allows RESORT ASSOCIATION fifteen (15) calendar days to respond and/or take corrective action(s). The response could include a request to meet, within a

reasonable timeframe, with the County Executive Office for purposes of determining agreement on acceptable progress on specified terms. If 30 days following such agreement there is still no acceptable progress, then COUNTY may withhold payment.

6. RECORDS

RESORT ASSOCIATION shall maintain at all times separate, complete, detailed records of the funds with regard to work performed under this Agreement in a form acceptable to COUNTY, according to generally accepted accounting and internal control principles. COUNTY shall have the right to inspect such records, including Board and Committee meeting agendas and minutes, at any reasonable time.

Records, progress reports, work papers, written or graphic material developed by RESORT ASSOCIATION in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of RESORT ASSOCIATION.

7. EMPLOYEES OF RESORT ASSOCIATION

All persons performing services for RESORT ASSOCIATION shall be independent contractors, or employees of RESORT ASSOCIATION and not employees of COUNTY. RESORT ASSOCIATION shall be solely responsible for the compensation of independent contractors and for the salaries and other applicable benefits, including Workers' Compensation, of all RESORT ASSOCIATION employees.

8. PERFORMANCE

The RESORT ASSOCIATION agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards. Failure to perform the aforementioned work and services, as determined by the COUNTY, could lead to assessment of liquidated damages of up to three (3) percent of the net total Agreement amount.

9. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The RESORT ASSOCIATION hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. RESORT ASSOCIATION agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the RESORT ASSOCIATION. RESORT ASSOCIATION also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against RESORT ASSOCIATION or the COUNTY or to enlarge in any way the RESORT ASSOCIATION'S liability but is intended solely to provide for indemnification of PLACER

15

COUNTY from liability for damages or injuries to third persons or property arising from RESORT ASSOCIATION'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. INSURANCE:

RESORT ASSOCIATION shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

A. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to RESORT ASSOCIATION'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

<u>Cancellation Notice</u> - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

<u>Waiver of Subrogation</u> - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the RESORT ASSOCIATION.

RESORT ASSOCIATION shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of SUBCONTRACTORS Workers' Compensation shall be provided by RESORT ASSOCIATON to the COUNTY prior to any SUBCONTRACTOR commencing work.

B. GENERAL LIABILITY INSURANCE:

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of RESORT ASSOCIATION, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by RESORT ASSOCIATION in this Agreement.
- b. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- c. If RESORT ASSOCIATION carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - →One million dollars (\$1,000,000) each occurrence
 - \rightarrow Two million dollars (\$2,000,000) aggregate
- d. If RESORT ASSOCIATION carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - →One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - →One million dollars (\$1,000,000) for Products-Completed Operations
 - →Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- e. Special Claims Made Policy Form Provisions:

RESORT ASSOCIATION shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - →One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - \rightarrow One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - →Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by RESORT ASSOCIATION shall contain language providing coverage up to one (I) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

<u>Conformity of Coverages</u> - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

E. ADDITIONAL REQUIREMENTS:

<u>Premium Payments</u> - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

<u>Policy Deductibles</u> - The RESORT ASSOCIATION shall be responsible for all deductibles in all of the RESORT ASSOCIATION's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

RESORT ASSOCIATION's <u>Obligations</u> - RESORT ASSOCIATION's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

<u>Verification of Coverage</u> - RESORT ASSOCIATION shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the RESORT ASSOCIATION's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

<u>Material Breach</u> - Failure of the RESORT ASSOCIATION to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

II. CANCELLATION

This Agreement may be canceled by COUNTY or RESORT ASSOCIATION upon the giving of ninety (90) calendar days advance written notice. Such notice shall be personally served or given by registered or certified United States Mail. In the event of cancellation by COUNTY or RESORT ASSOCIATION, RESORT ASSOCIATION shall be paid for all work performed and all reasonable expenses incurred to date of cancellation with any remaining unexpended funds returned to COUNTY within thirty (30) business days of the date of cancellation.

12. AMENDMENTS - ANNUAL EXTENSIONS

This Agreement may be amended in writing. It is contemplated by the parties that the COUNTY will continue to contract for the services such as those set forth in the Scope of Work to be performed for the benefit of the North Lake Tahoe area on an annual basis, and that the RESORT ASSOCIATION will continue to be available, willing, and capable of providing such services on an annual basis.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COUNTY OF PLACER, "COUNTY"

d Uhler	
ir, Board of Supervisors	
e:	
e:	

Approved as to Form:

County	Counsel
Date: _	
	TH LAKE TAHOE RESORT ASSOCIATION, ORT ASSOCIATION"
Ву:	
Brenda	n Madigan, Chairman, Board of Directors Lake Tahoe Resort Association
Date: _	

List of Attachments:

- A- RESORT ASSOCIATION Scope of Work
- A-I- FY 2015-16 Research & Planning Projects
- A-2- Approved FY 2015-16 Transportation Programs & Services Budget
- A-3- FY 2015-16 Tourism Marketing Program Budget

D. ..

- B- FY 2014-15 and FY 2015-16 Payment Schedule Amendment #2
- C- FY 2015-16 Lake Tahoe Transient Occupancy Tax Budget
- D- 2015-16 Special Event Grant Funding Program
- E- RESORT ASSOCIATION Reporting & Metrics Schedule
- E-1-Marketing Department Performance Measurement Document
- F- RESORT ASSOCIATION Marketing Reserve Account Policy

ATTACHMENT A North Lake Tahoe Resort Association Scope of Work for FY 2015-16

The importance of tourism to the economic health of North Lake Tahoe and Placer County is well established. Accordingly, the adopted mission of the North Lake Tahoe Resort Association (Resort Association) is to "Promote tourism and benefit business through efforts that enhance the economic, environmental, recreational and cultural climate of the area."

Based upon the Agreement between Placer County and the Resort Association, the services provided by the Resort Association are summarized as follows:

- 1) Provide a full spectrum of administrative and management activities for tourism development, marketing and visitor services in and for the Placer County portion of the North Lake Tahoe region;
- 2) Undertake activities to assist Placer County in implementing the North Lake Tahoe Tourism and Community Investment Master Plan; and,
- 3) Assist Placer County in identifying and implementing the public infrastructure and operational improvements necessary for the benefit of the tourism-based economy in the Placer County portion of the North Lake Tahoe region.

The Resort Association shall implement this Scope of Work through its Administration, Tourism, Visitor Information Services and Transportation and Capital Improvement departments. For each of these departments, the Resort Association shall develop detailed budgets and work plans which directly support the North Lake Tahoe Tourism and Community Investment Master Plan. Each budget and work plan shall identify the objectives of the plan, strategies and tactics to accomplish those objectives, quantifiable performance measurements by which the effectiveness of the identified strategies and tactics will be evaluated and the resources required to achieve the objectives. The tasks and performance indicators identified in this Scope of Work shall be incorporated into each department's respective work plan. Each budget and work plan shall be reviewed and approved by the applicable Resort Association Committee(s) and by the Resort Association Board of Directors by October 8, 2015. The Resort Association shall endeavor to obtain and incorporate input from tourism-based economy stakeholders and the broader local community when developing its programs, annual work plans and budgets.

ADMINISTRATION

The Resort Association is established as a 501(c)(4) community based California non-profit public benefit corporation. The function of the Resort Association's administration and management team shall be to manage the corporation and oversee the services and programs operated by the corporation. The Resort Association's Administration will be responsible for managing the company's human resources, accounting and financial services, internal controls, budgets and forecasts, cash flow analysis, capital planning, contract management, legislative advocacy, partnership management, and participation in tourism-based economic development programs and initiatives.

Tasks:

- Ensure compliance with all provisions and requirements of the Agreement between Placer County and the Resort Association.
- Revise the Resort Association Supplemental Operating Policies and Procedures to include a policy for the expenditure of TOT funds for employee meals, travel, lodging and transportation on or before October 7, 2015.
- Revise the Resort Association Supplemental Operating Policies and Procedures to include a policy governing the use of corporate credit cards on or before October 7, 2015.
- Revise the Resort Association Supplemental Operating Policies and Procedures
 to include a policy for the expenditure of TOT funds for business entertainment
 purposes, which shall include policy governing the purchase of alcoholic
 beverages for both clients and employees.
- Review the Resort Association Bylaws and Supplemental Operating Procedures and Policies and make recommendations to the Board of Directors on any revisions that may be necessary.
- Keep separate, complete and accurate financial records of all Transient
 Occupancy (TOT) funds allocated to the Resort Association and the expenditure
 thereof.
- Prepare and post agendas and any support materials for all meetings of the Resort Association Board of Directors and/or Resort Association Committees no later than 10 AM on two (2) business days prior to the date of a meeting of the Board or Committee.
- Maintain accurate records of the actions taken by Resort Association
 Committees and Board of Directors. Such records shall be posted to the Resort
 Association's website.
- Complete a review and update of the North Lake Tahoe Tourism Community Investment Master Plan, including adoption of an updated plan by the Placer County Board of Supervisors on or before October 20, 2015. As specified in Attachment A-1, Research and Planning funds in the amount of \$31,000 has been allocated for this task in FY 2015-16.
- In consultation with the County Executive Office, prepare an annual legislative platform for Board of Directors approval no later than February 11, 2016. As specified in Attachment A-1, Research and Planning funds in the amount of \$10,000 has been allocated for legislative advocacy efforts in FY 2015-16.

Performance Indicators:

- Compliance with all requirements of the Placer County/Resort Association Agreement.
- Completion of the tasks identified above on or before specified deadlines.

TOURISM

The mission of the Tourism department is to "promote North Lake Tahoe as a travel destination with the purpose of increasing travel spending within the region, including

₂ 133

year-round occupancy and length of stay, generating additional Transient Occupancy Tax (TOT) revenues, sales tax revenues and maximizing the exposure and promotion of North Lake Tahoe on a regional, national, and international level."

To accomplish its mission, the Tourism department shall provide services, activities and functions in the following program areas:

- 1) Marketing, Advertising, Promotions and Brand Development/Management which at a minimum shall the include:
 - a) In-Market Marketing, Advertising and Promotions
 - b) Out-of-Market Marketing, Advertising and Promotions
 - c) Public and Media Relations
 - d) Social Media
 - e) Consumer Website (GoTahoeNorth.com)
- 2) Group and Conference Sales
- 3) Leisure Sales
- 4) Special Events

1) Marketing, Advertising and Promotions

Develop and execute comprehensive marketing, advertising and promotions programs designed to maximize the exposure and promotion of North Lake Tahoe as the premier international mountain resort destination in the Western United States. These programs shall focus on increasing the number of visitors coming to North Lake Tahoe and the duration of stay for each visitor. These programs shall be based upon the results of both quantitative and qualitative market research and shall be monitored and reported on regularly.

a) In-Market Marketing, Advertising and Promotions Tasks:

- In consultation with the Resort Association's Business Association Chamber Collaborative and Marketing Committee, develop and implement an integrated media, marketing and promotions plan which is targeted to audiences located, either permanently or temporarily, within the North Lake Tahoe area. Such plan shall focus on increasing visitor awareness of all of the amenities offered in the region, including driving visitation to the mountain resort communities during the summer and visitation to the lakeshore communities in the winter.
- Conduct at least one member and partners workshop to review the results of in-market marketing, advertising and promotions efforts. The feedback and input received during this workshop shall be considered by the Resort Association when developing the FY 2016-17 in-market integrated media, marketing and promotions plan.
- Administer the Community Marketing Program and Special Events Mini-Grant process as specified in the Placer County/Resort Association Agreement.

Performance Indicators:

 Increase visitor participation in specific in-market marketing initiatives by 10% as compared to FY 2014-15.

b) Out-of-Market Marketing, Advertising and Promotions

Tasks:

 In consultation with the Resort Association's Marketing Committee, develop and implement an integrated media, marketing and promotions plan which is targeted to audiences located outside of the North Lake Tahoe area. Such plan shall focus on increasing visitation to the destination during mid-week and strike zone time periods, average length of stay per visitor and total number of visitors arriving by air.

Performance Indicators:

- Increase in TOT collections by 2% as compared to FY 2014-15.
- Increase number of travelers arriving by air by 3% as compared to FY 2014-15
- Increase mid-week occupancy by 5% as compared to FY 2014-15.
- Increase occupancy in the months of September 2015 and June 2016 by 5% as compared to the prior year.

c) Public and Media Relations

Tasks:

- Increase public and media awareness of North Lake Tahoe as a premier year-round travel destination.
- Generate positive editorial coverage in national and regional publications and communications channels.
- Conduct media familiarization trips throughout the course of FY 2015-16.
- Provide assistance to writers on assignment in North Lake Tahoe.
- Generate and update content for the media center on GoTahoeNorth.com.
- Integrate messaging between traditional media and online media.

Key Performance Indicators:

- Advertising equivalency of public relations efforts increased by 10% over FY 2014-15.
- References to GoTahoeNorth.com in editorial stories and features about North Lake Tahoe increased by 20% over FY 2014-15.
- Number of media contacts and press releases downloaded from GoTahoeNorth.com increased by 15% over FY 2014 -15.

d) Social Media

Tasks:

- Utilize social media to increase public awareness of North Lake Tahoe.
- Utilize contests, quizzes and campaigns to increase followers and engage viral community.
- Post scenic photography to inspire visitation and attract new followers.

Key Performance Indicators:

• Number of social media followers increased by 15% over FY 2014-15.

- Increase number of YouTube viewers by 20% as compared to FY 2014-15.
- Increase number of Instagram photos posted by 25% as compared to FY 2014-15.
- e) Website As the main fulfillment channel for all consumer marketing efforts, GoTahoeNorth.com must contain compelling content and be fully leveraged to maximize promotion of North Lake Tahoe. Consumers should be able to access and fully utilize all features of the site when connecting to the site via a mobile device, including the ability to book lodging and other activities directly from the site.

Tasks:

- Continuously update GoTahoeNorth.com with content designed to engage travelers and inspire visitation to North Lake Tahoe.
- Ensure GoTahoeNorth.com includes all information that a visitor would need to book a trip to North Lake Tahoe and find information to enhance their visit while in market.

Performance Indicators:

- Total unique visitors to site increased by 5% over FY 2014-15.
- Average length of stay on the site increased by 10% over FY 2014-15.
- Reduce bounce rate of the site by 10% as compared to FY 2014-15.
- Percent of direct and bookmarked visitors increased by 3% over FY 2014-15.
- Number of repeat Visitors increased by 15% over FY 2014-15.
- Number of lodging referrals increased by 5% over FY 2014-15.
- Lodging referrals as a percentage of total unique visitors increased by 5% over FY 2014-15.
- Organic search increased by 10% over FY 2014-15.
- Number of newsletter sign-ups increased by 5% over FY 2014-15.

2) Group and Conference Sales

The purpose of this program is to increase the number of group meetings and conferences held at North Lake Tahoe each year. The program shall include a focus on increasing awareness in the national and regional meetings industry of North Lake Tahoe as a premier meeting and conference destination.

Tasks:

- Development and implementation of an integrated media, marketing and promotions plan.
- Promote the Placer County portion of North Lake Tahoe at industry trade shows.
- Conduct sales missions, site inspections and familiarization tours (FAMs).
- Foster direct relationships with organizations and groups that regularly travel to offsite locations for conferences, conventions, seminars, meetings, training and similar gatherings.

₅ 136

Performance Indicators:

- Increase TOT and other revenues associated with group and meetings business by 5% over FY 2014-15.
- Increase total leads and total booked revenue by 5% over FY 2014-15.
- Increase number of group and conference requests for proposal submitted through GoTahoeNorth.com by 5% over FY 2014-15.

3) Leisure Sales

The purpose of this program is to increase vacation and leisure travel to North Lake Tahoe. The program shall focus on building regional, national and international tourism business for North Lake Tahoe through a variety of trade shows, familiarization tours, promotional programs and training for travel/reservation agents.

Tasks:

- Utilize multiple distribution channels for the sale of North Lake Tahoe vacations and vacation products, including: 1) direct to consumer; 2) travel agents; and, 3) domestic and international tour operators.
- Serve as the Resort Association's primary liaison to the cooperative tourism marketing programs available at the state level, including partnership with the California Travel and Tourism Commission (CTTC), dba, Visit California.
- Serve as the Resort Association's primary liaison to General Sales Agents (GSAs) in international markets identified as priorities for development.
- Host at least two travel trade FAMs per year, one with a summer focus and one with a winter focus.
- In conjunction with the Resort Association's Public Relations team and with GSAs, host multiple media FAM trips.
- Brand and position North Lake Tahoe as a top Nordic destination through cooperative efforts with Nordic resorts, suppliers and partners.

Performance Indicators:

- Conduct at least 20 annual Leisure Sales site inspections and sales missions promoting North Lake Tahoe.
- Increase North Lake Tahoe product placement in wholesale and tour operator sales channels by 5% over FY 2014 -15.
- Increase newsletter database of travel agents located outside the four hour drive market by 50% over FY 2014 - 15.
- Increase in TOT collections by 2% by FY 2015-14.
- Increase the number of Nordic passes sold by 20% as compared to FY 2013 -14.

4) Special Events

This program is intended to support the development, implementation and promotion of special events held in the Placer County portion of North Lake Tahoe and to attract new events to the destination. The program shall focus on attracting events that take place within an identified Resort Association strike zone and with a nexus to Resort

₆ 137

Association initiative areas, including developing North Lake Tahoe's reputation as a premier destination for Human Powered Sports.

Tasks:

- In collaboration with Placer County and with input from the regional permitting authorities, update the Special Events Resource Guide. The guide shall include an overview of local special event regulations, permitting processes and a description of the special events services and support available through the Resort Association.
- Develop or recruit one special event with national and/or international television coverage, preferably in an identified initiative area and/or during a strike zone period.
- Prior to submitting a bid to host and/or sponsor any special event that would
 utilize public right of way or otherwise impact the provision of public services,
 coordinate with all potentially impacted public agencies to determine if
 adequate resources exist to support the event.
- Execute and manage contracts for all Resort Association-sponsored special events, ensuring all promotional considerations due to the Resort Association and/or Placer County are received.
- For all Resort Association-sponsored special events, assist event producer in the completion of final event report which shall include specific tracking measurements necessary to determine return on investment of the event.
- Publish and maintain on GoTahoeNorth.com a calendar of special events to be held in North Lake Tahoe.

Performance Indicators:

- One or more new events with national and international television coverage held during a strike zone in FY 2015-16.
- All promotional considerations due to Resort Association and/or Placer County documented as having been received.
- Return on Investment reports for each sponsored event completed within 45 days after the event.
- Updates to Special Events Resource Guide completed by January 30, 2016.

VISITOR INFORMATION SERVICES

The purpose of the Resort Association's Visitor Information Services department is to provide high quality, comprehensive and convenient information services to welcome visitors to North Lake Tahoe and provide them with helpful information. This information, and the way in which it is presented, will serve to enhance the North Lake Tahoe experience and encourage longer stays and/or return visitation.

Tasks:

 Develop, publish and distribute the bi-annual North Lake Tahoe Official Visitor Guide. Summer guide distribution shall be 70,000 copies; winter guide distribution shall be 30,000 copies.

- Develop, publish and distribute a minimum of 20,000 North Lake Tahoe Neighborhood Maps.
- Develop, publish and distribute a minimum of 10,000 North Lake Tahoe Cross Country Ski Maps.
- Operation of the year-round Tahoe City Visitors Center, which shall provide guests with information concerning North Lake Tahoe businesses, attractions, events and activities.
- Operation of the summer-season (July 4th weekend through Labor Day weekend)
 Visitor Center at Kings Beach State Recreation Area, which shall provide visitors
 with information concerning North Lake Tahoe businesses, attractions, events
 and activities.
- Maintain an information kiosk in the Reno Sparks Convention and Visitor Authority Visitor Center in Downtown Reno.
- Ensure information racks at the Reno-Tahoe International Airport are stocked at all times with materials promoting North Lake Tahoe.
- The Director of Visitor Services shall meet bi-annually with the majority of the lodging properties located in the Placer County portion of North Lake Tahoe to advise them of the services and benefits provided by the Resort Association.
- Regularly distribute information concerning events and business opportunities to lodging operators and other local businesses.
- Conduct bi-annual customer service training with staff at 25% of local businesses, with a target of providing training to 250 employees. The training shall be designed to provide local business employees with knowledge of the destination to enhance the visitor experience and encourage repeat visitation.
- Complete an assessment of opportunities for additional exposure and resource availability through gateways such as the Sacramento airport and California Welcome Centers; by February 28, 2016, provide a written synopsis of the assessment and recommendations for actions to be implemented in FY 2016-17.

Performance Indicators:

- Increase the number of visitors served in visitor information centers by 2% over FY 2014-15.
- Increase the number of visitors accessing GoTahoeNorth.com while in market by 2% over FY 2014-15.
- Completion of customer service training as specified above.
- Completion of gateway opportunity assessment/recommendations synopsis by February 28, 2016.

CAPITAL IMPROVEMENTS AND TRANSPORTATION

The mission of the Capital Improvements and Transportation department is to "Improve Visitor and Community Infrastructure Facilities & Transportation Services for the Benefit of North Lake Tahoe's Tourism-based Economy". The Resort Association shall serve in an advisory capacity to Placer County in identifying the Capital Improvements, Transit and Transportation services that are necessary to enhance the tourism-based economy in North Lake Tahoe.

Capital Improvements Tasks:

- Based upon quantitative and qualitative research and analysis, develop a long-range (2015 2022) plan for the funding of necessary capital improvements that benefit North Lake Tahoe's tourism-based economy. This plan shall be approved by the Resort Association Board of Directors and submitted to the County Executive Office no later than June 30, 2016. As specified in Attachment A-1, funding for this task is included within the \$10,500 total Research and Planning funds allocated for Data Collection and Analysis for Capital Projects for FY 2015-16.
- Complete an in-depth, comprehensive situational assessment and funding plan for bike trails in the North Lake Tahoe region. The plan shall include, at a minimum, the following components: an assessment of the condition of existing trails; an analysis of the need for additional trails; a recommendation of amenities that should be added to existing trails and/or included when additional trails are constructed; and cost of routine maintenance and capital replacement of existing trails; cost of construction, routine maintenance and capital replacement of any recommended additional trails. As specified in Attachment A-1, funding for this task is included within the \$17,000 total Research and Planning funds allocated for FY 2015-16 Advance Project Studies.
- Carry out the annual Capital Improvements Call for Projects process, including: preparation and publication of the application materials; receive, review and forward eligible applications to the Resort Association Capital Investment/Transportation Committee for their evaluation and recommendations for funding; forward the funding recommendations of the Capital Investment/Transportation Committee to the Resort Association Board of Directors for their approval; forward the funding recommendations of the Board of Directors to the County Executive Office for submittal to the County Board of Supervisors for consideration; execute and manage a contract for each approved project.
- Regularly monitor and report on the status of projects and programs approved for Capital Improvement and/or Capital Maintenance funding. As specified in Attachment A-1, funding for this task is included within the \$10,500 total Research and Planning funds allocated for Data Collection and Analysis for Capital Projects for FY 2015-16.
- Participate in community planning studies for capital improvement projects and programs that would benefit the tourism-based economy in North Lake Tahoe. As specified in Attachment A-1, Research and Planning funds in the amount of \$4,500 have been allocated for this task in FY 2015-16.

Capital Improvements Performance Indicators:

 For all approved Capital Improvement and Maintenance projects, execution of a project contract and implementation of the project in accordance with the timeline and scope of work established in each project's respective funding application and contract.

- By June 30, 2016, the number of new wayfinding signs installed since 2011 totals 50.
- Resort Association Board approval of Multi-Use Bike Trail Assessment Plan on or before March 2, 2016.
- Resort Association Board approval of capital improvements long-range funding plan by June 30, 2016.

Transportation Tasks:

- Conduct the fourth North Tahoe Transportation Summit for the purpose of updating the community on the current status of the Transit Vision and developing both short and long-term strategies to implement the Transit Vision. As specified in Attachment A-1, Research and Planning funds in the amount of \$3,000 have been allocated for this task in FY 2015-16.
- Collaborate with Placer County Department of Public Works, Placer County Transportation Planning Agency, Tahoe Transportation District, Truckee North Tahoe Transportation Management Agency and the Town of Truckee in identifying opportunities for expansion of North Lake Tahoe transit programs and services. As specified in Attachment A-1, Research and Planning funds in the amount of \$7,000 have been allocated for this task in FY 2015-16.
- Based upon quantitative and qualitative research and analysis, provide a recommendation to Placer County on the transit and transportation services that are necessary for the benefit of the tourism-based economy in North Lake Tahoe for FY 2016-17 and beyond. The recommendation shall include the objectives for each service/program, a recommendation as to the schedule and routes for the various services and a recommendation on allocation of available TOT funding to each service. As specified in Attachment A-1, Research and Planning funds in the amount of \$9,000.00 have been allocated for this task in FY 2015-16.
- Execute and manage a contract with California Highway Patrol for peak season summer traffic management services in Tahoe City and Kings Beach.
- Collaborate with Placer County Department of Public Works in developing schedule and scope of work for FY 2015-16 winter traffic management services in Tahoe City.
- Conduct on-site monitoring of FY 2015-16 winter traffic management services in Tahoe City.
- Execute and manage a contract with Truckee North Tahoe Transportation Management Agency to provide management services for the operation of the 2015 Summer Night Rider shuttle service.
- Collaborate with the Truckee North Tahoe Transportation Management Agency and the Tahoe Transportation District to complete an updated business plan for the scheduled airport shuttle service program by October 30, 2015. Such plan shall be approved by the Resort Association Capital Investment/Transportation Committee and Board of Directors.
- By November 30, 2015, release a Request for Proposals (RFP) for operations
 of the scheduled airport shuttle service program. Such RFP shall be based

- upon the approved business plan for the scheduled airport shuttle service program.
- By March 1, 2016, award a contract for the scheduled airport shuttle service to the program provider selected as a result of the RFP process.
- Conduct and report on the results of regular monitoring of all transit/transportation services contracted by the Resort Association (either directly or through a funding partnership).

Transportation Performance Indicators:

• Increase passengers per vehicle service hour by 2% as compared to FY 14-15 for each Transit and Transportation service/program.

FY 2015-16 LAKE TAHOE TOURISM RESEARCH AND PLANNING PROJECTS BUDGET **ATTACHMENT A-1**

Master Plan Revision/Work Plan	MARKETING \$10,000.00	TRANSIT AND TRANSPORTATION \$8,000.00	CAPITAL IMPROVEMENTS \$13,000.00	TOTAL \$31,000
lechnical Editing Graphic Display Reproduction Community Outreach				
Legislative Advocacy		\$5,000.00	\$5,000.00	\$10,000
California - nouston Group Advance Project Studies - Transit Vision		\$7,000.00		\$7,000
Education/Outreach Community Funding Survery Technical Data				
Advance Project Studjes - Infrastructure			\$17,000,00	\$17,000
Kings Beach Wayfinding				200
Tahoe City Wayfinding				
bike Trail Assessment Plan Human Powered Sports Facilities				
Transit Vision Infrastructure Data				
North Tahoe Transportation Summit #4		\$3,000.00		\$3,000
Data Collection and Analysis for Transit/Transportation Programs and Services Skier Shuttle		\$9,000.00		\$9,000
Airport Shuttle Service (North Lake Tahoe Express)				
Data Collection and Analysis for Capital Improvement Projects			\$10,500.00	\$10,500
Participation in Community Planning Studies			\$4,500.00	\$4,500
Kings Beach Promenade and Pier				
Water Trails				
Tahoe City Ped/Auto Improvement				
Total: *Transit Vision Edcuation Outreach and Community Funding Survey efforts to be	: \$10,000.00	\$32,000.00	\$50,000.00	\$92,000

conducted in accordance with the Placer County Transportation Planning Agency's Countywide efforts.

FY 2015-16 LAKE TAHOE TOURISM TRANSIT AND TRANSPORTATION PROGRAMS AND SERVICES ATTACHMENT A-2

		NLTF	2A Contract	NLTRA Contract County Tourism Services	vices	Total
Program	Program # Traffic Management			•		
T-17	Winter Traffic Management*	()	20,000	69	()	20,000
T-18	Summer Traffic Management**	₩	22,000	ક્ક	€ Э	22,000
	Sub-Total Traffic Management Programs	€9-	42,000	\$	& > □	42,000
	Transportation/Transit Programs					
٢	Enhanced Winter Skier/ Employee Shuttle Truckee/Sugar Bow/*	↔	29,000	69	(∕)	29,000
1-4	Winter Regional Coordinated Ski Shuttle and Voucher Program*	₩	8,800	\$	21,200 \$	30,000
T-5	Winter Hourly Nighttime Transit Service*	₩	275,730	49	69	275,730
ტ -	Enhanced Summer Daytime Transit Service, Squaw Valley, Kings Beach, Tahoe City*			\$ 17	171,900	
T-11	Summer Hourly Nighttime Transit Service -Squaw, Hyatt, Tahoma**	↔	151,000	69	€9	151,000
T-15	Reno/North Lake Tahoe Year Round Airport Shuttle-NLTE**	↔	110,000	↔	↔ 1	110,000
T-16	TART Baseline Transit Services	↔	f	\$	530,100 \$	530,100
	Sub-Total Transit Programs	s	574,530	\$	723,200 \$	1,125,830
	Transportation & Transit/Traffic Management Total	S	616,530 \$		723,200 \$	1,339,730

"Service/Program to be provided by Placer County, either directly or through contract vendor(s).

**Service/Program to be provided by Resort Association through contract vendor(s) until expiration/termination of current vendor contracts, at which time service is to be provided by Placer County, either directly or through contract vendor(s).

ATTACHMENT A-3 FY 2015-16 LAKE TAHOE TOURISM MARKETING BUDGET

NLTRA Budget	Marketing	Conference Visitor Info	Visitor Info	TOTALS	North Lake Tahoe Marketing Cooperative Budget	re Budget
Placer County TOT Revenue	\$ 2,207,986	\$ 333,600	\$ 289,923	\$ 2,831,509	Revenue Sources	,
					NLTRA	970,000
PROGRAM EXPENSES					IVCBVB	610,000
Training/Seminars	10,000		1,400	11,400	TOTAL \$	1,580,000
Marketing Cooperative/Media	860,000	110,000		970,000		
Collateral Programs			3,826	3,826	COOPERATIVE DIRECT EXPENSES	
Community Marketing Programs	80,000			80,000	Public Relations/Social Media	148,000
Conference NTPUD/Event Center		8,000		8,000	Leisure Sales	110,000
Special Events				1	Conference Sales	200,000
Ironman Sponsorship	400,000				Website Content Management	40,000
USA Cycling Sponsorship	85,000				Consumer Marketing	811,696
WinterWonderGrass Sponsorship	15,000					
Autumn Food & Wine Sponsorship	20,000				COOPERATIVE PROGRAM EXPENSE	
World Cup Sponsorship	20,000				Sierra Ski Marketing Council	80,000
Human Powered Sports Initiative	15,000				Regional Air Service Committee	100,000
Event Recruitment/Trade Shows	10,000				DestiMetrics	26,900
SUBTOTAL- Special Events	565,000			565,000	VisitingLakeTahoe.com	36,000
					Photography	20,000
Trade Shows	10,000				Fulfillment	10,000
SUBTOTAL- Trade Shows	10,000			10,000	Website Upgrades	10,000
Other Programs			1,800		TOTAL \$	1,592,596
Cross Country	3,000					
High Notes	20,000					
Performance Review	6,000					
BACC Product Campaigns	70,000					
SUBTOTAL- Other Programs_	99,000			000'66		
TOTAL	\$ 1,624,000	\$ 118,000	\$ 7,026	\$ 1,747,226		

NOTE: Actual expenditures may be different based on market conditions, opportunity analysis, or following Committee and Board action

ATTACHMENT B FY 2014-15 and FY 2015-16 PAYMENT SCHEDULE – Amendment #2

FY 2014-15 PAYMENT NUMBER	PAYMENT DUE DATE	PAYMENT TO RESORT ASSOCIATION	PAYMENT TO COUNTY
1.	Sept. 1, 2014	302,552	126,742
2.	Oct. 1, 2014	302,552	126,742
3.	Nov. 1, 2014	364,052	247,912.85
4.	Dec. 1, 2014	302,552	126,742
5.	Jan. 1, 2015	302,552	126,742
6.	Feb. 1, 2015	302,552	126,742
7.	March 1, 2015	302,552	126,742
8.	April 1, 2015	302,552	126,742
9.	May 1, 2015	302,552	126,742
10.	June 1, 2015	302,552	126,742
11.	July 1, 2015	302,552	126,742
12.	Aug. 1, 2015	302,548	126,741
Totals (1) (2)		\$3,692,120	\$1,642,073.85(3)(4)

FY 2015-16 PAYMENT NUMBER	PAYMENT DUE DATE	PAYMENT TO RESORT ASSOCIATION	PAYMENT TO COUNTY
1.	Sept. 1, 2015	\$814,010	\$735,960
2.	Oct. 1, 2015	\$271,350	\$245,320
3.	Nov. 2, 2015	\$271,350	\$245,320
4.	Dec. 1, 2015	\$271,350	\$245,320
5.	Jan. 1, 2016	\$271,350	\$245,320
6.	Feb. 1, 2016	\$271,350	\$245,320
7.	March 1, 2016	\$271,350	\$245,320
8.	April 1, 2016	\$271,350	\$245,320
9.	May 2, 2016	\$271,350	\$245,320
10.	June 1, 2016	\$271,350	\$245,320
Totals (1) (2)		\$3,256,160	\$2,943,840(3)(4)

- (1) FY 2014-15 Lake Tahoe Tourism Budget includes a total of \$5,334,193.85 for the RESORT ASSOCIATION contract. FY 2015-16 Lake Tahoe Tourism Budget includes a total of \$6,200,000 for the RESORT ASSOCIATION contract.
- (2) Payment schedule is predicated upon receipt of Transient Occupancy Tax funds at the budgeted level.
- (3) Apportionment to Capital Improvements/Transportation Account held in the County Treasury.
- (4) Services provided by or under contract with COUNTY and funded through RESORT ASSOCIATION contract will be allocated to and paid from the County Treasury through a journal transfer process.

ATTACHMENT C FY 2015-16 RESORT ASSOCIATON TOT BUDGET

MARKETING	BUDGET	TRANSPORTATION	BUDGET	CAPITAL IMPROVEMENTS	BUDGET	TOTAL
RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:		RESORT ASSOCIATION CONTRACT:		
Personnel/Overhead Cap - Direct Costs	796,581	Personnel/Overhead Cap - Direct Costs	99,743	Personnel/Overhead Cap- Direct Costs	99,743	790,966
G+A Cap - Indirect Costs	537,599	G+A Cap - Indirect Costs	64,055	G+A Cap - Indirect Costs	74,110	675,764
Research and Planning (Detail in Attachment A-1)	10,000	10,000 Research and Planning (Detail in Attachment A-1)	32,000	Research & Planning (Detail in Attachment A-1)	50,000	92,000
Direct Marketing/Programs (Detail in Attachment A-3)	1,407,329	1,407,329 Memberships	5,000	Maintenance Reserve: Tourism Serving Facilities	0	1,412,329
Community Marketing Fund	30,000	Traffic Management	42,000			72,000
Special Events Marketing Fund	50,000	50,000 Transit Programs (Detail in Attachment A-2)	574,530	574,530 Capital Improvements - Requires BOS Approval	2,327,310	2,951,840
SUBTOTAL - RESORT ASSOC CONTRACT	\$ 2,831,509	SUBTOTAL - RESORT ASSOC CONTRACT	\$ 817,328	SUBTOTAL - RESORT ASSOC CONTRACT	\$ 2,551,163	\$ 6,200,000
	46%		13%		41%	

Rev. 7.13.2015





2015-2016 Special Event Grant Funding Program

Purpose:

The North Lake Tahoe Chamber/CVB/Resort Association has an established Special Event Grant Funding Program. The purpose of this program is to provide seed money for marketing and promotional support for special events targeted at visitors to the region that assist in establishing local and regional business revenue; provide local and regional public relations and media exposure and generates overnight visitation.

Criteria for Eligibility

Special Event grant applications are available to community organizations or businesses, located in Eastern Placer County, with an event or program that meets the following criteria:

- Drives overnight visitation
- Targeted at visitors to the region and generates local business revenue
- Revenue and other benefits generated must accrue principally to areas within Eastern Placer County since the funding for this grant program comes from Placer County Transient Occupancy Tax (TOT).
- Generates opportunities for public relations, local and regional media exposure
- If an event which has been previously funded, or has been declined funding, has a full date change and refocus of the event it will be considered a new event and can apply for grant funding

Special event grants are designed to provide marketing and promotional support including, but not limited to, the design, development and distribution of marketing collateral, promotional efforts, and/or advertising efforts which help generate local and regional business revenue including Sales Tax and Transient Occupancy Tax.

Grant Eligible Expenses

- Geographic area advertising: TV, radio, print, Internet
- Production and printing of promotional materials: Brochures, flyers, posters
- Production and printing of directional/informational signage
- Marketing and promotion in support of events which benefit more than one geographic area of the region, or the region as a whole

Grant Ineligible Expenses - Not a complete list

- Capital Investments
- Salaries
- Operational overhead: Rent, utilities, telephone
- Vehicle expense: Fuel, payments, maintenance, etc.
- Food, beverage, entertainment, transportation
- Supplies, equipment, security, clean up, facility rental



Special Event Grant Funding Criteria for Eligibility

Event must score a minimum of TEN points to move forward in the application process

1.	Does your event take place	ce in Easter	n Place	er Co	unty? Yes	s =2	No =	0	#
2.	Does the event have pote	ential to gene	erate o	vernig			in Pla No =		County? #
3.	Do you have a lodging pa	rtner Yes_		No_				(No	points)
	If so, please list the name	e(s)							
4.	What is your estimate of	total attend	ance?	,					
					0-249	= 0 F	oints	#_	
					250-499	= 1	oint	#_	
					500-999	= 2 F	Points	#	
					1,000+	= 3 F	Points	#	
5.	Where/when does your ev	vent take pla	ace?						
	On the Lake - January 1-	June 15 th	Yes =	3				#_	
	On the Lake - August 15-D	Dec 15 th	Yes =	: 1				#_	
	Off the Lake - April 15- De	cember 15	Yes =	:3				#_	
3e	a. Does this event take pla (This is commonly referre	_			t desirable	e tarç	get dat	es?	
	January 4-13	Yes = 2						#_	
	April 15-June 15	Yes = 2						#_	
	October 1-December 15	Yes = 2						#	



6b. What day(s) of the week does the even	t take place	?				
Is your event a multi-day event or series?	Yes=2	No=0	#			
7. Is your event a first year event?						
	Year 1	Yes = 2	#			
	Year 2-3	Yes = 1	#			
	Year 4+	Yes = 0	#			
8. Does your event have the ability to generated media coverage?	rate broade	er statewide,	national or interr	national		
	Yes =3 N	lo = 0	#			
9. Does your event showcase one or more	of the follow	ving?				
A. Paddle sports, biking, hiking, Nordic skiing, disc golf or golf						
D. M	Υ	es=2	#			
B. Music, Art, Cultural Events	Y	'es=2	#			
10. Will this event take place without funding	ng from this	program?				
	Y	esNo				
ТО	TAL AVAIL	ABLE POIN	TS 22			
TOTAL POINTS	S THIS APF	LICATION	#			
11. Does your event compete or coincide w competing event date, title and location.	rith an exist	ing event?	f so, please list t	he		
12. What percentage of your overall budget	is your gra	nt request?	Total %			
Completed by	Title		Date	150		



Grant Funding Application 2015-2016 Updated July 13, 2015

Grant Program Process and Deadlines:

Grant deadlines apply within the fiscal year (July 1, 2015 - June 30, 2016)

Process

- Complete application by deadline. Please contact the NLTRA to confirm that they have received the application.
- O All applications are reviewed by NLTRA staff then reviewed by the Special Events Grant Task Force for allocation recommendations. The grant allocation recommendations must then be approved by the Board of Directors of the North Lake Tahoe Resort Association, typically as a Consent Calendar item on a regular Board agenda.
- You will be notified by Staff as to your application status after the NLTRA Board has made recommendations on funding.
- Once approved, the applicant sets a meeting with the NLTRA's Special Event Manager to review the events' marketing plan and discuss action plans.
- o Grant funds will be paid upon receipt of the Event Final Report and will reimburse itemized expenses and receipts for all appropriate expenses up to the grant total. Some events may need some funds before the final event report can be written. In these cases, the NLTRA can pay vendors from the granted funds. This will be reviewed on a case by case basis.
- Event Final Report is due to the North Lake Tahoe Chamber/CVB/Resort Association within 60 days of the event.

Dates:

- Application Deadline: Friday, September 18, 2015 Email preferred.
- Presentations to Task Force: September 30, 2015, times TBA
- Recommendations to Board of Directors: November 7, 2015
- Applicant Notification: November 8, 2015

Please send application and invoices to:

Judy Laverty

Special Event Programs Manager

North Lake Tahoe Chamber/CVB/Resort Association

PO Box 5459

Tahoe City, CA 96145

Day Phone: 530-581-8702

Judy@GoTahoeNorth.com Fax: 530.581.8702

151

ATTACHMENT E PROGRESS AND PERFORMANCE REPORTING SCHEDULE

FREQUENCY	REPORT/ PRESENTATION	DESCRIPTION	DUE DATE
Monthly	Key Impact Metrics Report	Reporting of key data for prior month	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Monthly	Account Transaction Detail Report	Reporting of prior month contract expenses	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Quarterly	Capital Improvement Projects Progress Report	Listing of all Capital Improvement projects in progress, Integrated Work Plan spreadsheet and updated five-year Capital Improvement cash flow projection schedule.	Q1 – Nov 15; Q2 – Feb 15; Q3 – May 15; Q4 – Aug 15
Quarterly	Transit/Transportation Programs and Services Report	Airport Shuttle Service and Summer Hourly Nighttime Service; Federal Regulation Compliance Monitoring Reports	Q1 – Nov 15; Q2 – Feb 15; Q3 – May 15; Q4 – Aug 15
Quarterly	Quarterly Financial Statements	Including contract Budget to Actual Schedule; Quarterly Marketing Cooperative expense report (direct and program)	Q1 – Nov 15; Q2 – Feb 15; Q3 – May 15; Q4 – Aug15
Semi-Annual	Seasonal Marketing and Promotion Expenditure Report	To include Marketing Cooperative expenses (direct and program)	Spring/Summer – Nov 15; Fall/Winter – May 15
Semi-Annual	Presentation to Board of Supervisors on Seasonal Marketing Strategies	Presentation at BOS meeting.	Spring/Summer – April Fall/Winter - October
Annual	Year-End Organizational Performance Report	Marketing Performance Indicators; Conference Sales and Equity Analysis; Special Event Grant Program ROI Analysis	October 1
Annual 1	Presentation to Board of Supervisors on Strategic Goals of Organization	Presentation at BOS meeting.	October

11/24/2015 Page 1 of 1

ATTACHMENT E-1

North Lake Tahoe Resort AssociationMarketing Department Performance Measurement Document

Leisure Advertising Advertising/Promotions/Media	Current Period FY 2015-16	Prior Period FY 2014-15
Leisure Coop Budget Amount		
Direct Paid Media Dollars		
Added Value Media	.,	
Coop Programs Investment (NLT Coop)		
Gross Media Impressions		
Response/Inquires	FY 2015-16	FY 2014-15
Total paid clicks		
Average cost per click		
Average click thru rate		
Total Leads		
Number of brochure / planner requests		
Total email database		A Communication of
Database email open rate		
Database email click thru rate	**************************************	
Total direct mail database		
Ad recall/awareness		
Cost per aware visitor		
Total publication leads		
Database email open rate		
Database email click thru rate		
GTN Online Activity	FY 2015-16	FY 2014-15
Total Unique Visitors		
Cost per Visitor		
Percent of Direct/Bookmarked Visitors		
Time Spent on Consumer Website		
Number of Repeat Visitors		
Number of Cool Deals Posted		
Cool Deals Pageviews		
Number of Lodging Referrals		
Lodging Referrals % of Total		
Number of Events Posted		
Search Engine Referrals		
Organic Search Engine Results		
Avg. Amount of #1 Positions		
Avg. Amout of 1st Page Positions		_
Avg. Amount of 2nd Page Positions		

GoTahoeNorth.com Geographic Breakdown		
Top five cities and percent of total visitors	FY 2015-16	FY 2014-15
1		
2		
3		
4		
5		
Total California visits		
Visits by top CA cities (attached graph)		
Northern CA visitors		
Northern CA percent of total visitors		
Southern CA visitors		
Southern CA percent of total visitors		
Outside CA visitors		
Percent of total visitors		
Media/Public Relations	FY 2015-16	FY 2014-15
Total Public Relations Spend		
Media Trade Shows		
Number of trade shows attended		
Number of appointments		
Number of qualified media in attendance		
Media Missions		
Number of media missions		
Number of coop partners		
Number of media contacts		
Media Familiarization Tours (FAMs)		
Number of FAMs		
Number of qualified media participating		
• • • • • • • •		
Number of publications represented		HARMING-THUE
Press Releases Number of press releases issued		
Number of press releases issued Number of press releases downloaded from		
website		
Number of Media Inquiries Number of Media Interviews		
Placements		
Total number of placements		
Regional vs. National		
Domestic vs. International		
Percent of LA		
Percent of Northern CA		
Number of Impressions		
Advertising Equivalency		
% of Positive Media Placement		14/24/2015
% of Media Coverage Reaching Target Audience		Pa 24 of 4

% of Media Coverage Including Website Address		
Bookings	FY 2015-16	FY 2014-15
Online Ticket Sales		
Tickets sold online		
Ticket revenue		
Ticket commission		
Event Marketing		
Total Number of events supported		
Total Attendance by Event Supported		
Events Supported		
2 voite cappoints		
Conference/Group Sales	FY 2015-16	FY 2014-15
Conference Coop Budget Amount		
Direct Paid Media Dollars		
Added Value Media Dollars		
Coop Programs Investment (NLT Coop)		
Partner Leveraged Dollars		
<u>Leads</u> Number of leads		
Lead room nights		
Web page visits		
Booked Business Number of backings		····
Number of bookings		
Booked room nights		
Booked attendence		14/242 015
Booked Room Revenue		Page 3 of 4

<u>Lost Business</u>		
Number of lost opportunities		
Lost room nights		
Lost attendence		
Arrived Business		
Number of bookings		
Number of booked room nights		
Number of booked attendees		
Booked attendees spending		
Personnel productivity metrics		
Number of leads-sales person A		
Number of bookings-sales person A		
Number of booked room nights- sales person A		
Travel Trade/Sales	FY 2015-16	FY 2014-15
Total Travel Trade Spend		
Leisure Trade Shows		
Number of trade shows attended		
Number of Coop shows		
Number of Sales Missions (call center trainings)		
Domestic		
International		
Leisure Familiarization Tours (FAMs)		
Number of Site Inspections		
Wholesale Product Placements		
Domestic Brochure Placement		
International Brochure Placement		
Number of NLTRA Pages with Domestic		
Suppliers		
Number of NLTRA Pages with Internatinal		
Suppliers		
Number of Properties Featured on Domestic		
Websites		
Number of Properties Featured on International		
Websites		

ATTACHMENT F

NLTRA Marketing Reserve Policy – Approved by Resort Association Board of Directors August 5, 2015.

Both the County and NLTRA agree that a "marketing reserve" should be created, and has been in place since 2003. The objective is to secure a fund representing 10% of the annual marketing budget average, over the current and previous two years. Based on a FY 2013-16 budget average of \$2,582,833, the 10% reserve is \$258,283 (adjusted annually). If approved by the Marketing Committee and Board of Directors, a cash account of up to \$150,000 can be established.

The County has been clear that it does not intend to control the use of these funds, but will leave it to the discretion of NLTRA.

Policy Guidelines

- 1. The Marketing Reserve will be treated as an "internal reserve" (as per the definition in #9 below).
- 2. The NLTRA Tourism/Executive Directors may not expend these funds, except with the formal approval of the NLTRA Board, preferably with preview and approval of both Finance and Marketing Committees.
- 3. The criteria for the appropriate use of these funds is when:
 - a. NLTRA and its member businesses are experiencing a distinct shortfall in tourism business, due to unusual, economic, market or weather conditions, which would benefit from extra marketing efforts.
 - b. Beneficial marketing and/or sponsorship opportunities that are presented after budgeting for the fiscal year have been completed.
- 4. Any request for such funds from staff, should include the rationale, a targeted result, and be followed with an assessment of the actual results achieved.
- 5. NLTRA Accounting will need to track and report these funds, in such as way as to segregate them from normal operating funds.
- 6. Any Reserved funds that are accumulated, will automatically be rolled over into subsequent year's budgets and will accumulate without limit, until an amount is achieved equal to 10% of the three year average annual marketing budget.
- 7. Any reserve funds over the 10% can be utilized for opportunities with approval of the NLTRA Board, Marketing and Finance Committee approval, without repayment, as long as funding level does not fall below 10% threshold listed above.
- 8. Any funds depleted as a result of the above actions will be replenished, as soon as practical. The manner of replenishment will be:
 - First from any external or internal marketing carry forward, from previous years, then:
 - As part of the normal budgeting process each year.
 - Any replenishment of the marketing reserve, would come from the same mechanism that the county and NLTRA are using to guarantee a consistent marketing operating budget going forward.
 - Replenishment of funds up to \$24,000 will be repaid the following fiscal year.
 - Replenishment of funds over \$24,000 will be repaid over a period of years.

Recommended definitions for funds:

- <u>County Services</u>: NLTRA funds earmarked by the county, for a specific designated purpose, and not available to either NLTRA Board or staff.
- <u>Internal Reserve</u>: NLTRA funds earmarked, either by the County or NLTRA, available for expenditure by the NLTRA board, but not staff.

• <u>Contingency</u>: NLTRA funds, within a specific departmental budget, not earmarked for any specific purpose, and available to be spent at the discretion of the supervising Director.

Contract Dates for 2015-16

August 2015

- August 15 Quarterly Report due: Capital Investment projects, Integrated Work Plan spreadsheet and updated five year Capital Investment cash flow projection; Airport Shuttle Service and Summer hourly nighttime service, federal regulation compliance monitoring reports; quarterly financial statements to include contract budget to actual schedule, quarterly marketing cooperative expense report
- August 20 Contract Compliance Corrective Action items 11 & 14

September 2015

- September 1 Receive year end balances
- September 20 Contract Compliance Corrective Action items 10 & 13
- September 28 Monthly Report due Key data and Account Transaction Detail
- September 28 CIT MEETING: Approve work plan and budget, Strategic Goals and Action Plan, Fund Balance and Scope of Work
- September 29 MARKETING MEETING: Approve work plan and budget, Strategic Goals and Action Plan, Fund Balance and Scope of Work

October 2015

- October 1 Year end Organizational Performance Report Marketing Performance Indicators,
 Conference Sales and Equity Analysis, Special Event Grant Program ROI Analysis
- October 1 Agreement between PCVB and NLTRA for \$40,000
- October 5 Meet with County to discuss Monthly Report
- October 7 BOARD MEETING: Approve all remaining contracts for compliance corrective action, Approve work plan and budget, Approve Strategic Goals and Action Plan, Fund Balance Contract Amendment and Scope of Work, Travel Policy, Master Plan
- October 8 Contract Compliance Corrective Action items 3, 4, 5, 6, 7, 8, 12
- October 20 Present Fall/Winter Seasonal Marketing Strategies, Present Strategic Goals to BOS
- October 20 Approve Tourism Development Master Plan
- October 26 Monthly Report due
- November 2 Meet with County to discuss Monthly Report
- By October 31 Meet with County Finance and Auditor to identify Net Assets to return to County

November 2015

- November Provide County with copy of Financial Audit within 30 days of receipt
- November 15 Quarterly Report due: Capital Investment projects, Integrated Work Plan spreadsheet and updated five year Capital Investment cash flow projection; Airport Shuttle

Service and Summer hourly nighttime service, federal regulation compliance monitoring reports; quarterly financial statements to include contract budget to actual schedule, quarterly marketing cooperative expense report

- November 15 Semi Annual Seasonal Marketing and Promotion Expenditure Report, Marketing Cooperative expenses – direct and program; Marketing ROI Indicators
- November 23 Monthly Report due
- <u>December TBD</u> Meet with County to discuss Monthly Report

December 2015

- December 2 BOARD MEETING: Board Election and Appointment of Committee members
- December 15 Release the RFP for the North Lake Tahoe Express
- December 21 Monthly Report due
- December 22 Meet with County to discuss Monthly Report
- December 31 Provide presentation to Board of Directors on the County Contract

January 2016

- January 6 BOARD MEETING: Provide information on Form 700 and a form to list all affiliations,
 Election of officers
- January 30 updates to Special Events Resource Guide
- January 31 form task force to review organization structure

February 2016

- February 1 Monthly Reports due
- February 2 Meet with County to discuss Monthly Report
- February 3 BOARD MEETING: Provide information on Form 700 and collect forms to list all affiliations, approve legislative platform
- February 15 Quarterly Report due: Capital Investment projects, Integrated Work Plan spreadsheet and updated five year Capital Investment cash flow projection; Airport Shuttle Service and Summer hourly nighttime service, federal regulation compliance monitoring reports; quarterly financial statements to include contract budget to actual schedule, quarterly marketing cooperative expense report
- Feb 28 File form 700, Board and Executive Management deadline
- Feb 28 Provide a list of employees Board members and contract employees and their representation on local and regional bodies (no date specified in contract)
- February 28 provide a written synopsis of the assessment and recommendations for actions regarding visitor/welcome centers
- February 29 Monthly Report due

March 2016

March 1 - Meet with County to discuss Monthly Report

- March 28 Monthly Report due
- March 29 Meet with County to discuss Monthly Report

April 2016

- April 1 County provides budget number for 2016/17 contract to include County Services
- April 15 Notify any funding partners if negatively impacted by 2016/17 proposed contract budget
- April 19 Present Spring/Summer Seasonal Marketing Strategies to BOS
- April 25 CIT MEETING: Approve budget request and Scope of Work for 2016/17
- April 26 MARKETING COMMITTEE: Approve budget request and Scope of Work for 2016/17

May 2016

- May 2 Monthly Report due
- May 3 Meet with County to discuss Monthly Report
- May 4 BOARD MEETING: Approve contract budget and Scope of Work for 2016/17
- May 6 Provide County with copy of contract budget and Scope of Work for 2016/17 and progress report on 2015/16 SOW
- May 15 Quarterly Report due: Capital Investment projects, Integrated Work Plan spreadsheet
 and updated five year Capital Investment cash flow projection; Airport Shuttle Service and
 Summer hourly nighttime service, federal regulation compliance monitoring reports; quarterly
 financial statements to include contract budget to actual schedule, quarterly marketing
 cooperative expense report
- May 15 Semi Annual Seasonal Marketing and Promotion Expenditure Report, Marketing Cooperative expenses – direct and program, Marketing ROI Indicators
- May 30 Monthly Report due

June 2016

- June 1 BOARD MEETING: Approve County Contract (if ready)
- June 2 Meet with County to discuss Monthly Report
- June 22 BOARD RETREAT: Provide any changes to the bylaws and supplemental operating procedures and policies, Approve County Contract (if ready), approve NLTRA budget, approve capital improvements long-range funding plan
- June 27 Monthly Report due
- June 30 Provide long range 2015-22 plan for funding of necessary capital improvements
- June 30 50 Way Finding Signs installed
- June 30 Award contract for North Lake Tahoe Express

Non – Date Specific Contract Compliance

Packets for Board or Committees

- 10 a.m. 2 business days prior email and posting of committee and board agendas
- Any agenda supporting material not posted by the deadline must be posted within 1 business day following the meeting

Contracts

- Contracts with one vendor that in aggregate exceed the \$25,000 threshold must be reviewed by the NLTRA Board
- Contracts of >\$10,000 or >\$25,000 must be provided to the County within 15 business days of execution
- Provide notification and supporting documentation in writing to the Board of any unbudgeted amount of \$2,500 or greater within 29 days

Bylaws

Board shall maintain updated bylaws

Reports

- Any request for additional information or correction to any reports shall be provided to the County within 15 days of any request
- All reports must be provided in electronic and hard copy

Audit

- Provide the County with a copy of the audit report within 30 calendar days of its completion
- Contract with auditor cannot exceed 5 years, must be competitively bid, and County will sit on the selection committee

Sales Commissions

The Commission structure may only be changed following approval by the County

Lodging Properties

All lodging properties must be listed on all collateral or web listings that are paid for with TOT
 and must have links where appropriate

Withhold Payments

- Noncompliance with agreement
- Non-adherence to Scope of Work, detailed work plans, and key milestones for measuring progress
- Failure to promptly correct material variances to Scope of Work

- Failure to provide adequate documentation for contract expenses
- County must provide a written notice of intent to withhold
- NLTRA has 15 days to respond or request meeting to determine agreement, 30 days after agreement if no progress

Right to Inspect

County has a right to inspect all records at any reasonable time

Performance

 Failure to perform the work and services, to high professional standards as determined by the County, could lead to assessment of liquidated damages of up to 3% of the net total of the Agreement

Insurance

 Insurance Certificates must be provided to the County, any failure to maintain the insurance is a material breach of the agreement

Cancellation

90 days written notice by either party, unexpended funds return to County after 30 days



Board of Directors Candidacy Application Form

Name_ Mike DeGroff		Phone#_530-452-4366
Business Name_ Squaw Valley Ski Holdings		
E-mail Address _mdegroff	f@squaw.com	
Mailing Address_11736 H	ope Court, Truckee CA, 96161	
City	State	Zip Code
Business Address_ Box 20	07, Olympic Valley CA, 96146_	
City	State	Zip Code
		mpic Valley CA 96146
City	State	Zip Code
		ouble spaced) a brief description of your
	multiple resorts	
_Currently VP Resort Servi _No platform – simplistic a		al, Food and Beverage, Commercial Properties) progress and success target including supporting



Board of Directors Candidacy Application Form

Name JM PHELAN	Phone#_530-583-1039
Business Name TAHOE 0 174 MARIMA	Phone#
E-mail Address jim@tahoecity marina.com	
Mailing Address P. O. BOX 6510	
City TAHOE CITY State CA.	Zip Code <i>96145</i>
Business Address 760 Kt LIVE 18040 P.O.	BOX 6510
City TAHOF CITY State CA.	Zip Code
Business Physical Address 700 M. LAKE BLYA	
City 791106 0174 State 04.	Zip Code96195
Board Seat: () Retail () Restaurant () Large Lodging	AT LARGE
Please provide below (or attach, no more than 1 page double spaced) a business and election platform: TAHOE CITY MARINA SERVICE MARINA AND IS ONE OF THE RECRENTION FOCAL POINTS IN TAHOE CITY SUMMER AND FALL. TOM ALSO HAS A DENID CLOTHING RETAILER AND A VAIDUE FURNI INTORIOL DESIGN STUDIO. 1 HAVE SERVED ON THE ALLTRA BOALD 1 AM OFFERING TO FILL THE AT LARGE UNITE INTO DUT IN 2016. All applicants must be members in good standing.	IS A FOLC LARGES 7 DURING THE PETANEMIT, TOP ITURE AND IN THE PAST SUP SERT WHITE FILE VACANCY
willingness to serve as a Director for the North Lake Tahoe Chamber/CV	
Signature Jana V	Date <u>//-/ 7 - / 5</u>



Board of Directors Candidacy Application Form

NameSamir Tuma	Phone#415-725-4725		
Business NameKila Tahoe LLC	Phone#415-725-4725		
E-mail Address _samir@kilaproperties.com			
Mailing Address220 S California Ave, Suite 220			
CityPalo Alto StateCA	Zip Code94306		
Business Address255 & 265 North Lake Blvd			
CityTahoe City StateCA			
Business Physical Address255 & 265 North Lake Blvd			
City Tahoe City StateCA	Zip Code_96145		
Board Seat: () Real Estate (x) At Large () Ski Area () Property Management			
Please provide below (or attach, no more than 1 page double space business and election platform:	ed) a brief description of your		

My company owns and operates the Poplar Trees Mall (formerly known as the Henrikson Property). Since purchasing the property in June 2014, we have made a series of upgrades to the property, and have added several new tenants. We intend to manage the Mall as a retail and office center for the coming years, while we work on redeveloping the property. In parallel, we are pursuing entitlements, through Placer County and the TRPA, to redevelop the property into a boutique hotel serving visitors to Tahoe City. The successful redevelopment will bring substantial environmental gains to the Tahoe Basin, as well as have a significant positive economic impact on the North Lake Tahoe area.

I am interested in serving on the NLTRA Board of Directors because I believe that the NLTRA is well positioned to contribute positively to preserving and upgrading the natural environment, creating additional recreational opportunities for residents and visitors, as well as contributing positively to revitalizing the economic strength of the area. Through its range of partnerships and a strong vision for the North Lake Tahoe area, the NLTRA has the opportunity to bring a wide range of stakeholders and resources together to effect positive change.

My background of over 20 years in marketing, 8 years in land use and transportation issues, 8 years in hotel ownership and management, as well as my long term love of the North Lake Tahoe area all will help me be a positive contributor to the NLTRA in this role. I have served on other Boards of Directors, as well as over 6 years on the Palo Alto Planning and Transportation Commission, so have significant experience in relevant areas at the Board level.

I would be honored to serve on the NLTRA Board, and to work with disparate stakeholders to have a positive impact on North Lake Tahoe.

All applicants must be members in good standing.

The information stated above is true to the best of my knowledge and may be verified. I am stating my willingness to serve as a Director for the North Lake Tahoe Chamber/CVB/Resort Association.

	Sunfatton		
Signature	zor P	Date_11/04/2015	



2016 Committee Positions for Board Members

Primary Role: Attend all committee meetings, represent board position/direction, report on any action items/request for approval to board at monthly board meetings. Contact Alternate when unable to attend a meeting. If alternate is also unable to attend, contact CEO to reach out to other board members and brief them on issues and agenda packet.

Alternate Role: Read all committee agendas, packets and minutes and stay apprised of all committee issues. Attend meetings as desired or when Primary committee member is unable to attend.

Marketing (monthly 4 th Thursday, 2 p.m.) Primary
Alternate
Lodging (monthly April, May, June, Sept, Oct, Nov, 1st Thursday, 2 p.m.)
Primary
Alternate
BACC (monthly, 2 nd Thursday, 2 p.m.)
Primary
Alternate
Finance (monthly, 3 rd Thursday, 3:30 p.m.)
Primary
Alternate
Capital Improvements/Transportation (monthly, 4 th Monday, 1:30 p.m.
Primary
Primary
Alternate
Organization Structure Task Force (Feb 1 – June 30, time and day TBD)
Primary
Primary
Primary
Primary
Golf Course Oversight (Quarterly, Feb 8, May 9, 1:30 p.m.)
Primary
Primary
Primary
,
Whistle Blower Policy Compliance Officer
Board Secretary



2015-16 Officer Nomination Form

Chair:	 	
Vice Chair:		
Treasurer:		
Secretary:		