

### **THIRD AMENDMENT**

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

This **THIRD AMENDMENT** to the original agreement entered July 22, 2014, (Contract No. 13452), first amended on October 22, 2014 (Contract No. 13452-A) and further amended and restated on August 18, 2015 (Contract No. 13452-B) is made at Auburn, California as of **March 8, 2016** 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 *2015 North Lake Tahoe Tourism Master Plan*, approved by the Placer County Board of Supervisors on October 20, 2015; and

**WHEREAS**, the NORTH LAKE TAHOE RESORT ASSOCIATION, Inc., a California Nonprofit Public Benefit Corporation, has been organized under the Nonprofit Public Benefit Corporation Law for public purposes, to promote, enhance, reinvigorate, coordinate, and direct tourism for the economic betterment of North Lake Tahoe, California, and is willing to perform certain services for the COUNTY to implement the *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 amends the Second Amended and Restated Agreement as follows:

#### **I. SCOPE OF WORK**

RESORT ASSOCIATION shall perform the Scope of Work as **amended and set forth in Attachment A – Amendment #1**, attached hereto and incorporated herein by

reference. All other provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

## **2. CONDUCT OF BUSINESS OF THE ASSOCIATION**

All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

## **3. TERM AND TIME OF COMPLETION**

The term of this amended Agreement is from March 8, 2016 through June 30, 2016 and may be extended from year to year thereafter as provided in Section 12. RESORT ASSOCIATION agrees to complete all tasks and submit all reports and other duties as outlined in the Second Amended and Restated Agreement dated August 18, 2015.

## **4. PROGRESS REPORTS**

RESORT ASSOCIATION shall submit such progress reports and information as may be requested by COUNTY, including, but not limited to, the requirements as outlined in the Second Amended and Restated Agreement dated August 18, 2015.

## **5. COMPENSATION**

### **A. MAXIMUM LIMIT**

The RESORT ASSOCIATION's total compensation is amended and set forth in Attachment C – Amendment #1, as attached to this agreement. All other provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

### **B. CAPITAL IMPROVEMENTS ACCOUNT**

- 1) 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 and/or unexpended amounts shall, within ten (10) business days from the date of the Resort Association Board of Directors' acceptance of the Resort Association's annual asset and liabilities audit, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.
- 2) All provisions and or/agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 3) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 4) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

- 5) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 6) All Capital Improvements Account TOT fund balance from the previous fiscal year and interest on such funds earned in the RESORT ASSOCIATION Capital Improvements Account shall, within ten (10) business days from the date of the Resort Association Board of Directors' acceptance of the Resort Association's annual asset and liabilities audit, be returned to COUNTY for deposit into the Lake Tahoe Tourism Capital Improvements account held in the County Treasury.

#### 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 and/or unexpended amounts shall, within ten (10) business days from the date of the Resort Association Board of Directors' acceptance of the Resort Association's annual asset and liabilities audit, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.
- 2) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
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- 6) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 7) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 8) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

- 9) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 10) All Marketing Account TOT fund balance from the previous fiscal year and interest on such funds earned in the RESORT ASSOCIATION Marketing Account shall, within ten (10) business days from the date of the Resort Association Board of Directors' acceptance of the Resort Association's annual asset and liabilities audit, be returned to COUNTY for deposit into the Lake Tahoe Tourism Capital Improvements account held in the County Treasury.

#### 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 and/or unspent funds shall, within ten (10) business days from the date of the Resort Association Board of Directors' acceptance of the Resort Association's annual asset and liabilities audit, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.
- 2) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 3) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 4) All Transportation Account TOT fund balance from the previous fiscal year and interest on such funds earned in the RESORT ASSOCIATION Transportation Account shall, within ten (10) business days from the date of the Resort Association Board of Directors' acceptance of the Resort Association's annual asset and liabilities audit, be returned to COUNTY for deposit into the Lake Tahoe Tourism Capital Improvements account held in the County Treasury.
- 5) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.
- 6) All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

#### E. PAYMENT SCHEDULE

Payments shall be made to the RESORT ASSOCIATION as amended and set forth in Attachment B – Amendment #3, as attached to this agreement. RESORT

ASSOCIATION hereby agrees to remit to COUNTY no later than March 1, 2016 \$96,572 in unspent FY 2014-15 COUNTY TOT funds. These funds shall be deposited to the Lake Tahoe Tourism Capital Improvements account held in the COUNTY Treasury. The remaining balance of \$100,000 COUNTY TOT funds held by the RESORT ASSOCIATION as Undesignated Net Assets as of April 30, 2015 shall henceforth be held as Restricted TOT Cash Reserve, shall be listed as such on the face of all RESORT ASSOCIATION Financial Statements and shall only be expended in accordance with Attachment G – Restricted TOT Cash Reserve Expense Policy, as attached to this agreement. \$40,125 of the full \$140,500 sum of the payment to RESORT ASSOCIATION for Marketing Department and Administration expenses shall be added to the April 1, 2016 payment. To allow time for Finance Committee, Board of Directors and COUNTY review and acceptance of revised Financial Statements and Financial Reports as required in Attachment E, the \$120,375 balance will be added to the May 1, 2016 payment. Shall the required reports not be submitted or approved prior to the May 1, 2016 payment, the amount will instead accrue to the Infrastructure Account held in the COUNTY Treasury. All other provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

**G. RIGHT TO WITHHOLD PAYMENTS**

All provisions and or/agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

**6. RECORDS**

All provisions and or/agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

**7. EMPLOYEES OF RESORT ASSOCIATION**

All provisions and or/agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

**8. PERFORMANCE**

The RESORT ASSOCIATION agrees that the performance of work and services pursuant to the requirements of this Amended 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**

All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

**10. INSURANCE:**

All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

**11. CANCELLATION**

All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

## **12. AMENDMENTS - ANNUAL EXTENSIONS**

All provisions and/or agreements in this section shall continue as set forth and established in the Second Amended and Restated Agreement dated August 18, 2015.

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

### **COUNTY OF PLACER, "COUNTY"**

By: \_\_\_\_\_  
Robert Weygandt  
Chair, Board of Supervisors

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

Approved as to Form:

By: \_\_\_\_\_  
County Counsel

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

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

By: \_\_\_\_\_  
David Tirman, Chairman, Board of Directors  
North Lake Tahoe Resort Association

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

#### **List of Attachments:**

- A- RESORT ASSOCIATION Scope of Work- Amendment #2
- A-1- FY 2015-16 Research & Planning Projects- Amendment #1
- A-2- FY 2015-16 Transportation Programs & Services Budget- Amendment #1
- A-3- FY 2015-16 Tourism Marketing Program Budget- Amendment #1
- B- FY 2014-15 and FY 2015-16 Payment Schedule Amendment #3
- C- FY 2015-16 Lake Tahoe Transient Occupancy Tax Budget- Amendment #1
- G- RESORT ASSOCIATION Restricted TOT Reserve Expense Policy



**north lake tahoe**

Chamber | CVB | Resort Association

## **ATTACHMENT A— Amendment #1 Supplemental Scope of Work – FY 2015-16**

### **Background**

The purpose of this Supplemental Scope of Work is to summarize investment expenditures for additional Placer County TOT funds allocated during the course of Fiscal Year 2015-16.

### **ADMINISTRATION- \$15,000 TOTAL**

#### **Contract Accounting Temp- \$15,000**

Based on recommendation of the North Lake Tahoe Resort Association Finance Committee and Board of Directors, additional funds are necessary to contract for short-term supplemental accounting services to assist the current Chief Financial Officer in bringing the organization's financial records into conformance with acceptable internal control and accounting practices as well as compliance with reporting and accountability required in the Placer County-North Lake Tahoe Resort Association contract. Tasks to be completed include reconciliation of bank statements, preparation of accounts payable and receivable, and accurate reporting of monthly and quarterly financial statements and accounting records. Funding for the expense will be allocated in equal \$7,500 portions from the Marketing Account and Infrastructure Account.

#### **Tourism Master Plan Implementation- \$0 New Funding**

The North Lake Tahoe Resort Association proposes to utilize existing Research & Planning budget to hire a facilitator to assist in organizing discussion and outcomes related to possible restructuring of the organization to better achieve desired goals, with a focus on implementing the Tourism Master Plan. The effort is expected to be complete prior to the end of the fiscal year so that proposed changes can be implemented at the beginning of FY 2016-17.

### **MARKETING ACCOUNT- \$125,500 TOTAL**

#### **International Destination Marketing-Mexico and China-\$45,000**

With Direct air service on Volaris from Guadalajara, Mexico into Reno International we are seeing an increase of Mexican visitors to North Lake Tahoe. With additional resources invested in this market we would be able to develop a broader marketing strategy and grow our exposure in the travel trade and travel media. We would partner with Visit California and/or Travel Nevada, and request local resorts to join us to boost the value to each of these items. California is the largest market for the inbound Chinese traveler. We need to make sure we are a part of this! We will work with Visit CA with some initial digital marketing and see how much return we get on it for six months. Our staff will focus on meeting with Chinese Inbound Receptive Tour Operators in the Bay Area and Los Angeles on desk side sales calls prior to launching any in-market digital advertising.

**Bike Tour-\$4,000**

Unbudgeted sponsorship opportunity that aligns with our core HPS mission. A GPS enabled guide (app) that we would be able to utilize and boost on our website for the biking enthusiast. Package also includes video that highlights our bike trails.

**Technical Upgrades and Advancements -\$37,000**

Customer Relationship Management CRM upgrade 2.0 (\$10,000) only scratches the surface of our web-based destination management system. Unbudgeted computer hardware that is needed (\$2,000), will alleviate the need to wait for the next budget cycle. An Email Marketing Initiative (\$10,000) will allow us to maximize our email database further with professionally designed custom templates, website integration, international translation and market specific messaging. An additional destination video (\$15,000) will allow us to maximize our email database with professionally designed custom templates, website integration, international translation and market specific messaging.

**Additional Domestic and International FAMS-\$7,500**

This will allow us to add 1-2 additional domestic FAM's for Travel Agents in this FY and to add 3-5 additional international FAM's from China and/or Mexico.

**Conference Sales Calls-\$17,000**

These funds will allow Conference Sales Staff to conduct 3-4 additional desk-side sales calls into key feeder markets; New York City, Boston, Washington D.C. and Atlanta.

**Leisure Sales Coop with Visit CA and Nevada Commission of Tourism-\$15,000**

These funds will allow Leisure Sales Staff to conduct 2-3 additional sales missions into Mexico, Canada and possibly China. Traveling with Visit CA or NCOT as a group has huge advantages over going on our own. These missions include sales calls, training seminars to travel agents and evening events for high level travel industry executives and media.

**TRANSPORTATION ACCOUNT- \$91,030****Night Bus Service- \$61,030**

Placer County's TART bus system initiated Night Rider service during the winter season. TART will operate the service into the future. There will be an increased cost of \$61,030 with expectation of improved service and accountability..

**Proposed Sales Tax Measure Eastern Placer County Polling- \$20,000**

The Placer County Transportation Planning Agency is doing County-wide polling to substantiate the electorate's opinion of a proposed transportation sales tax measure. The proposal is to have a return to source for revenues collected in Eastern Placer County. As the County-wide polling is very minimal in Eastern Placer, the need for specific polling to establish voter transportation expenditure preferences if sales tax measure is passed is necessary for voter education and preparation of an Eastern Placer County expenditure plan required by PCTPA.

**Summer Traffic Management- \$10,000**

Each summer visitor season has been supported by California Highway Patrol traffic management assistance in Kings Beach and Tahoe City. The funding for the entire program has always been included in the fiscal year starting on July 1. As the program actually begins in late June and requires an advance deposit of \$10,000, the recommendation for accounting

purposes is to start splitting the required funds between the two fiscal years in which the CHP services are provided. The requested \$10,000 will be spent in FY 2015-16 and the remainder of funding requested in FY 2016-17.

**Multi-Use Bike Trail Assessment Plan- \$0 New Funding**

Revise original contract deadline of March 2, 2016 to complete an in-depth, comprehensive situational assessment and funding plan for bike trails in the North Lake Tahoe region to June 30, 2016.

**INFRASTRUCTURE ACCOUNT- \$811,054 TOTAL**

**Capital Projects and Programs- \$811,054**

All remaining fund balance allocated to the Infrastructure Account through the attached FY 2015-16 Contract Amendment will be held in the County Treasury until carried forward by recommendation from the Capital Investment Committee and Resort Association Board of Directors and allocated only following approval by the Placer County Board of Supervisors.



**ATTACHMENT B**  
**FY 2014-15 and FY 2015-16 PAYMENT SCHEDULE – Amendment #3**

<b>FY 2015-16 PAYMENT NUMBER</b>	<b>PAYMENT DUE DATE</b>	<b>PAYMENT TO RESORT ASSOCIATION</b>	<b>PAYMENT TO COUNTY</b>
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	<b>\$311,475</b>	<b>\$1,127,404</b>
9.	May 1, 2016*	<b>\$391,725*</b>	\$245,320
10.	June 1, 2016	\$271,350	\$245,320
<b>Totals (1) (2)</b>		<b>\$3,416,660</b>	<b>\$3,825,924 (3)(4)</b>

- (1) FY 2014-15 Lake Tahoe Tourism Budget includes a total of \$5,334,193.85 for the RESORT ASSOCIATION contract. The first amendment to the FY 2015-16 Lake Tahoe Tourism Budget includes a total of \$7,242,584 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.
- (5) Starting March 1, 2016, all payments to RESORT ASSOCIATION will be made via automatic electronic deposit.
- (\*) \$120,375 FY 2014-15 fund balance share of the May 1, 2016 payment to RESORT ASSOCIATION shall be made in accordance with CONTRACT, Section 5. E., Payment Schedule.



# ATTACHMENT C

MARKETING	PROPOSED BUDGET	TRANSPORTATION	PROPOSED BUDGET	CAPITAL IMPROVEMENTS	PROPOSED BUDGET	PROPOSED 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	996,067
G+A Cap - Indirect Costs	537,599	G+A Cap - Indirect Costs	64,055	G+A Cap - Indirect Costs	74,110	675,764
Contract Accounting Temp	7,500			Contract Accounting Temp	7,500	15,000
Research and Planning	10,000	Research and Planning (Detail in Attachment A-1)	52,000	Research & Planning (Detail in Attachment A-1)	50,000	112,000
Direct Marketing/Programs (Detail in Attachment A-3)	1,532,829	Memberships	5,000	Maintenance Reserve: Tourism Serving Facilities	0	1,537,829
Community Marketing Fund	30,000	Traffic Management	52,000			82,000
Special Events Marketing Fund	50,000	Transit Programs (Detail in Attachment A-2)	635,560	Capital Improvements - Requires BOS Approval	3,138,364	3,823,924
SUBTOTAL - RESORT ASSOC CONTRACT	\$ 2,964,509	SUBTOTAL - RESORT ASSOC CONTRACT	\$ 908,358	SUBTOTAL - RESORT ASSOC CONTRACT	\$ 3,369,717	\$ 7,242,584
	41%		13%		47%	
						27-Feb-16

