



NLTRA Board of Directors Agenda and Meeting Notice

**Wednesday, June 24, 2015 at 8:00 am
West Shore Cafe**

NLTRA Mission

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

2015 Board of Directors

Wally Auerbach (Treasurer)

Auerbach Engineering

Kali Kopley

Uncorked/Petra/Soupa

Brett Williams

Agate Bay Realty

Valli Murnane

Tahoe X-Country

Phil GilanFarr

CB's Pizza & Grill

Adam Wilson

(Secretary)

Northstar California

Brendan Madigan

(Chair)

Alpenglow Sports

Joseph Mattioli

The Ritz-Carlton

David Tirman (Vice-Chair)

JMA Ventures, LLC

Jennifer Merchant

Placer County Rep

Sue Busby

Placer County BOS Appointee
Castle Peak Property Mgmt.

Tom Lotshaw

TRPA (Ex-officio)

Quorum - 6

Majority of the NLTRA Board
Representatives

Items May Not Be Heard In the Order They Are Listed

A. Call to Order-Establish Quorum

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

C. Agenda Amendments and Approval

D. Consent Calendar-**MOTION** (5 minutes)

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

1. Board Meeting Minutes –June 3, 2015

All committee meeting briefs are provided for informational purposes only. Minutes are available at www.nltra.org

2. Capital Investment/Transportation Committee- No Meeting in June

3. Marketing Committee – June 23, 2015

4. Business Association and Chamber Collaborative – June 11, 2015

5. Lodging Committee – June 18, 2015

6. Conference Sales Directors Committee – June 23,2015

7. Finance Committee – June 23, 2015

8. Financial Reports – May

8.1. Dashboard and project reports

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

9. Conference Sales Reports

10. Executive Committee Report – June 16, 2015

11. CEO Report – June, 2015

12. Capital Investment/Transportation Activity Report – May/June

13. Contract Approvals (funding already approved by NLTRA Board and BOS)

13.1 Nightrider Funding Agreement with TNT/TMA for Summer 2015

13.2 Summer Traffic Management Funding Letter Agreement with CHP for Summer 2015

E. Action Items (10 minutes)

14. MOTION: Approval of revisions to the Bylaws and Operating Procedures and Policies

14.1. Procurement Policy

14.2. Conflict of Interest Policy

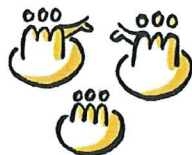
This meeting is wheelchair accessible

Posted and Emailed 6/19/15

NORTH LAKE TAHOE RESORT ASSOCIATION PLANNING RETREAT

June 24, 2015 – 8:00 am – 12 pm

West Shore Cafe



8:00 – 8:20 Gathering and Breakfast

8:20 – 8:35 Board of Directors meeting

8:35 – 8:50 Introductions –

Why do you work or volunteer for this organization?

When you were really proud of the work of NLTRA?

Focus Question - **What will NLTRA do to assure it is successful and highly impactful?**

8:50 – 10:15 Data review, discussion and SWOT review

Focused conversation on data review

10 minute break included



10:15 – 11:30 Vision and Goals Consensus Workshop

What does NLTRA want to see in place in the next 3-5 years as a result of its actions?

11:30 – 11:45 What are the obstacles getting in our way? What can we do?

11:45 – 12:00 Reflections on day, next steps and wrap-up

12:00 Optional lunch



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THE NORTH LAKE TAHOE RESORT ASSOCIATION BOARD OF DIRECTORS

Wednesday, June 6, 2015 – 8:30 am

Tahoe City Public Utilities Board District – Board Room

MINUTES

BOARD MEMBERS IN ATTENDANCE: Adam Wilson, David Tirman, Jennifer Merchant, Sue Busby, Tom Lotshaw, Brett Williams, Kali Kopley, Phil GilanFarr, Joseph Mattioli

BOARD MEMBERS NOT PRESENT: Brendan Madigan, Wally Auerbach

RESORT ASSOCIATION STAFF: Ron Treabess, Sandy Evans Hall, Ginger Karl, Valerie Lomeli

OTHERS IN ATTENDANCE: Cadence Matijeovich, Stacie Lyans, Joy Doyle, Seana Doherty, Kevin Lyons,

A. CALL TO ORDER

- The meeting was called to order at 8:34 am by David Tirman and a quorum was established

B. Public Forum: None

C. AGENDA AMENDMENTS AND APPROVAL

M/S/C (Jennifer Merchant/Brett Williams) (8/0/0) Motion to approve all items with the exception of moving item F before E and all items to follow.

D. Consent Calendar

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

M/S/C (Jennifer Merchant/Joseph Mattioli) (8/0/0) Motion to Approve consent calendar with the exception of item 12 for separate discussion

M/S/C (Jennifer Merchant/Brett Williams) (8/0/0) Motion to accept item 12 as part of the consent calendar

1. Board Meeting Minutes –May 6, 2015

All committee-meeting briefs are provided for informational purposes only. Minutes are available at www.nltra.org

2. Capital Investment/Transportation Committee- May 13, 2015

3. Marketing Committee – May 20 and May 26, 2015

4. Business Association and Chamber Collaborative – May 14, 2015

5. Lodging Committee – No meeting in April

6. Conference Sales Directors Committee – No Meeting in April

7. Finance Committee – May 28, 2015

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8. Financial Reports – April

8.1. Dashboard and project reports

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

9. Conference Sales Reports

10. Executive Committee Report – May 19, 2015

11. CEO Report – May, 2015

12. Capital Investment/Transportation Activity Report – April

12.1 TTD Contract Amendment with Airport Minibus to operate Summer Night Rider service

- Jennifer wanted clarification regarding the contract amendment between TTD and Airport minibus to operate the Night Rider service. This is one item the BOD should be approving an agreement with the Tahoe Transportation District and wanted to know if Ron brought this item to the CI/T committee or if this serviced for the approval requirement.
- Ron responded to Jennifer's question, that he didn't think this item was the approval requirement, but what is necessary for approval is the funding agreement between NLTRA and TMA, which will come forward to the CI/T for comment before asking for Board approval.

E. Contract Compliance Audit – Jennifer Merchant, Cadence Matijevich, and VTD representatives

- Cadence Matijevich went over the contract compliance audit, few items included:
 - The County retained the services of VTD to conduct agreed upon procedures review, of compliance by the Resort Association with certain provisions of the contract between Placer County and the Resort Association for fiscal year 2013/14.
 - 16 procedures performed, only two were performed without exceptions
 - VTD presented a brief overview about what an agreed upon procedures review is, how it differs from a formal audit, and how VTD conducts such reviews
- Questions from the Board members
 - Comment from Board member, that most of the items that were looked at were items that can be corrected moving forward, and there were some cases of misunderstandings. The Board is on the right path to become compliant and identify what the best practices will be moving forward

F. Strategic Discussion Items – Tourism Development Master Plan: community input, prioritization survey, end product – Sandy Evans Hall, Seana Doherty, Kevin Lyons

- Seana gave a short presentation of the community input and a synopsis of the feedback. Few items included:
 - Gathered public feedback on the current vision, strategic focus areas and objectives outlined in the draft NTTMP
 - Educated and informed the community about the plan and process
 - Branding of the plan and process
 - Creation of the website and currently in the survey process and using FlashVote
- Kevin Lyons gave a short presentation of how FlashVote works and how it will be a benefit to the Tourism Development Master Plan survey
 - Engages the busiest citizens
 - Professionally crafted, typical survey duration of 1 to 3 days, and results are seen by everyone
 - Requires minimal to no staff effort
- Questions and comments from Board members
 - Jennifer asked Seana, what the strategy is to use the resources of the Board members and the NLTRA

DI-2

- Seana suggested all Board members and staff should personally reach out to their affiliated businesses and friends. Seana will provide a strategy for Board members, on how to promote the survey and getting their sphere of contacts involved

Action for Brett: Provide a data base and contact information to Seana of all second homeowners of rental properties

Action for Seana: To email a link to each Board member with a social media and email link for FlashVote

G. Actions Items

1. MOTION: **Approval of proposed Attachment A (Scope of Work) and proposed Attachment C (Contract Budget) for 2015/16 fiscal year – Sandy Evans Hall**

Budget: CI/T Committee vote: 11-0; Marketing Committee vote: 8-0; Finance Committee vote: 4-0-1 (Jennifer Merchant abstained)

Scope of Work: CI/T Committee vote: 8-0; Marketing Committee vote: 8-0-1 Cadence abstained

M/S/C (Brett Williams/Kali Kopley) (8/0/1) Motion that all Board members will receive a clean version of scope of work, and if a Board member has a dissenting opinion or abstention on the document, they will notify everyone in 48 hours

2. MOTION: **Approval of Membership Investment Increase of 4% for FY 2015/16 – Ginger Karl**

M/S/C (Phil GilanFarr/Brett Williams) (9/0/0) Motion to approve Membership Investment Increase of 4% for FY 2015/16

- Questions and comments from Board members:
 - Board members wanted to know how businesses can leverage their membership with the increase of dues and will there be additional services the Chamber will provide to them
 - Ginger responded to the Board members that there has been a benefit increase, that offers more benefits for the business
 - Board members suggested that businesses outside of Placer County, who are not part of TOT or sale tax collections, pay a larger increase for membership
 - Sandy addressed the Board members, that the Chamber cannot charge a significant amount of money to an outside business, reason being, it doesn't cost the Chamber a large amount of money for the cost of service. There could be potential legal issues if done incorrectly
 - Board members felt there should be different tiers for Placer County businesses and businesses outside of Placer County

ACTION for Sandy: To bring any legal ratifications and data of membership dues and increases, to help assist with new procedures of outside businesses joining the Chamber

ACTION for Ginger: To come back to the Board with what the Chamber policy looks like, what businesses belong to the Chamber by County Location, and an overall update of the Chamber

3. MOTION: **Approval of Agreement with IVCBVB for the North Lake Tahoe Marketing Cooperative – Sandy Evans Hall**

Marketing Committee vote: 7-0

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M/S/C (Adam/Brett) (9/0/0) Motion to approve Agreement with IVCBVB for the North Lake Tahoe Marketing Cooperative

4. MOTION: Approval of Funding Agreement with North Lake Tahoe partners for the North Lake Tahoe Express – Ron Treabess

M/S/C (Phil GilanFarr/Jennifer Merchant) (9/0/0) Motion that The NLTRA Board approve the 2015/16 funding agreement with the North Lake Tahoe partners for the North Lake Tahoe Express, with the provision that within 90 days a business plan be completed and an issuance of an RFP for the operation service, plus adding the federal motor regulations as specified in the county contract

ACTION: Jennifer will assist Ron with the language when writing the contract regarding the CRF382

5. MOTION: Approval of Marketing Reserve Policy – JT Thompson

Marketing Committee vote: 6-0-1 Cadence abstained

- Jennifer had a question regarding Attachment F, Situation #1, and the verbiage of "10% of the annual marketing budget, average, over the current and previous two years". New verbiage should read, and should use "as an example" instead of "average"

M/S/C (Phil/Brett) (9/0/0) Motion to approve marketing reserve policy and add "as an example" in the verbiage

H. Staff Reports

1. Membership – Ginger Karl
 - 15 new members. A total of 58 for the year
2. Marketing – JT Thompson
 - No update, JT was not present
3. CEO – Sandy Evans Hall
 - Golf Course Oversight Committee opening to replace Valli Murnane
 - Retreat Date and Program June 24 at the West Shore Café 8:00 am-1:30 pm
 - Special meeting with County on contract – Jennifer Merchant – June 19th for the executive committee from 3-5 pm
 - Draft organization budgets

ACTION to Committee: All Board members are to review The Draft Organization Budget, before June 24th. This action will need to be approved at the next board meeting

ACTION to Marc: To remove monthly number and instead use an annual number. If possible, future reports be in a larger font

I. Director's Comments

- Tom Lotshaw informed the Board Members of the fanny bridge project being approved unanimously. The TTD will then finalize the road construction process and how access will be maintained. All businesses will be able to have access, to where construction will be at all times by visiting: www.fannybridge.org

D1-4

- Phil informed the Board members of CB's Pizza pig roast that will be held on Saturday, June 6th 3 – 10 pm

J. Meeting Review and Staff Direction

- Sandy will email Board member emails to Seana. All Board members are advised to sign up for FlashVote
- Sandy will make changes to bringing policy and legal ramifications for changes for geographic locations of businesses to the Board at the next meeting in August
- Ron will work with a 90 day completion of a business plan for the NLTE. Along with issuance of an RFP language, as well as, adding the federal motor carrier regulations to the funding agreement
- JT will change the verbiage to the Attachment F, situation 1, to “as an example” to Marketing Reserve
- Marc to remove monthly number and instead use an annual number. If possible, future reports be in a larger font

K. Closed Session (if necessary)/Reconvene to Open Session: NONE

L. ADJOURNMENT

- The meeting adjourned at 11:37 am

Submitted by
Valerie Lomeli
Executive Assistant
NLT Chamber/CVB/Resort Association

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CEO Update – June 2015

Here are a few projects that I have been involved with during the past month:

Master Plan Review

- Developed FlashVote tickler survey and worked to get people to register, developed survey for distribution.

USA Cycling

- Volunteering for 3 different tasks at Northstar and Truckee.

Orthopedic Advisory Council

- Working with the Outreach Committee to schedule presentations during September and October.

Tahoe Prosperity Center

- Reviewed the Socio Economic Indicators 1st and 2nd drafts. Working on presentation of material for Tahoe Summit and public. Developing program ideas to include electric fleet development, workforce needs for the future, incubator for environmental innovation, and Alert Tahoe cameras for fire spotting in the basin.

Recreation Luncheon

- Spoke about the 2015 Summer Marketing Plan to the 90 attendees at the Rec Luncheon at Sunnyside

County Compliance Audit

- Completed and remitted the first response to the correction plan and are working to complete the follow up request by June 25.



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June 24, 2015

Subject: Monthly Activity Report—June, 2015

From: Ron Treabess, Director of Community Partnerships and Planning

A. Capital Investment/Transportation Work Plan Projects—Update

1. North Lake Tahoe Resort Triangle Transportation Vision Coalition

- The following are receiving further research
 - Funding techniques of other resort areas
 - Sales Tax survey for Placer County
- Staff discussed strategy for advancing the vision with Placer County
- Placer direction to investigate other funding efforts underway (PCTPA County-wide sales tax) before initiating separate new efforts
- Coalition steering committee will meet with Placer CEO and PCTPA to discuss on July 8th in Auburn
- Coalition will then start to develop a suggested funding process

2. North Lake Tahoe Express

- A new Business and Operational Plan Consultant will be solicited to give goals and direction for the NLTE over the next 3-5 years. The workshop between steering committee and consultant will be in early July.
- A RFP process for operator selection will be conducted during 15/16 based on new B & O Plan.
- An amended contract between TTD and the current contractor has been approved for 2015/16.
- It can be terminated at any time if a new direction is taken.
- At any time a new contract is proposed using TOT funding, TTD acknowledges that an acceptable competitive bid process must be utilized.
- All funding partners have approved their level of funding for the service.
- NLTRA approved the TTD Funding Agreement for all of the partners to sign verifying each funding commitment.

3. Summer Night Rider

- A funding agreement between NLTRA and TMA is in the Board packet
- An amended contract between TTD and the current contractor, Airport Mini Bus, has been approved by the TTD Board for the 2015 summer season.
- TNT/TMA will continue to provide admin/contract management, marketing/public outreach, and signage.

D 12-1

- Night Rider funding for summer, 2015, has been approved by CIT Committee, NLTRA Board, and Placer Board of Supervisors.
- TNT/TMA will submit invoices with support documentation to NLTRA for payment not to exceed approved funding.

4. Summer Traffic Management

- The annual Funding Letter of Agreement between NLTRA and California Highway Patrol for 2015 Summer Traffic Management In Tahoe City and Kings Beach is in the Board packet
- The CHP provides traffic management at Grove Street and Hwy 28 each Thursday morning while the Farmer's Market is open at Tahoe Lake School in Tahoe City.
- The CHP also provides traffic control in Kings Beach on each summer Saturday as part of this contract.
- The Summer Traffic Management funding of up to \$22,000 has been approved by CIT Committee, NLTRA Board, and Placer Board of Supervisors.

5. NLTRA Tourism Development Master Plans Update

- Staff has completed a draft update to the 1996 and 2004 Master Plans
- Public outreach meetings were held during April and May, 2015.
- Five public workshops and twelve presentations to organizations have been conducted.
- An on-line survey is now underway to further solicit opinions on priority setting of Master Plan proposals.

6. SR28/Fanny Bridge Community Revitalization Project

- The draft environmental documents for the SR 89/Fanny Bridge project have been prepared and public hearings held.
- The TTD Board met on April 10th and approved the adequacy of the Draft EIR/EIS/EA, and selected Alternative 1, Option 2.
- The Placer County Board of Supervisors approved same on May 12th.
- The TRPA Governing Board unanimously approved the adequacy of the Draft EIR/EIS/EA, and selected Alternative 1, Option 2.
- All approvals are now in place and project design will move forward
- Construction work is anticipated to begin in spring of 2016.

7. North Tahoe Parking Study

- NLTRA Board and the County Board of Supervisors approved the CIT recommendation for an allocation of up to \$66,000 of TOT to help fund this \$85,000 project.
- LSC Transportation Planners have completed the study
- The goal of the study is to provide an overview of existing parking capacity and utilization
- The study provides project level analysis for expansion of Tahoe City's Grove Street Parking Facility
- It analyzes the development of a parking management strategy and new parking standards such as an in-lieu fee parking program for North Lake Tahoe.

D12-2

- Placer County held a public workshop to discuss the results
- Comments from the workshop will be incorporated as appropriate.

8. Kings Beach Commercial Core Improvement Project.

- KBCCIP has progressed extremely well under the management of Placer County Dept. of Public Works.
- The project is now underway for the 2015 construction season.
- This has been the largest single project allocation of TOT funds,

9. Wayfinding Signage

- Caltrans has given tentative approval for design and location of 1st phase of right-of-way signage to be installed
- DPW received approval from Supervisors on March 10th to start preparing scope of work to issue bid documents for construction and installation of 1st phase.
- Roadside mile markers are being repaired and will be done by June 30.
- Staff met with NTBA design committee and DPW to determine necessary wayfinding through the Kings Beach commercial corridor

10. Tahoe City Ped/Bike Road Safety Audit

- Staff participated in the Federal Highway Administration audit of pedestrian/bike and auto conflict locations within the Tahoe City commercial core
- Several agencies, organizations, business owners, and residents participated in this April 28-30 study.
- Considerations include signage, lighting, signals, striping, and curb, parking, and driveway adjustments.
- FHWA suggested recommendations will be compiled in a report and shared with the community by mid-June

11. Next Capital Investment/Transportation Committee Meeting

- The next Committee meeting is scheduled for Monday, **July 27, 2015, 1:30 p.m. until 3:30 p.m., at the Tahoe City PUD.**
- The main agenda item in July will be preparation of the FY2015-16 Capital Investment and Transportation Work Plan
- Everyone is welcome to attend these meetings and take part in project discussions.

B. Other Meetings and Activities Attended

- Tuesday Morning Breakfast Club
- TTD Transit Team Connect Workshop
- Squaw Valley Park and Recreation Workshop
- Kings Beach Pier Reconstruction Committee
- NLTRA Board
- TMA Board
- Summer Recreation Presentation Luncheon

- NLTRA Executive Committee
- Tahoe Transportation District Board
- Master Plan Survey Meeting
- North Lake Tahoe Express Steering committee
- LAFCo Board Meeting



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June 24, 2015

Subject: Approval of Funding Agreement between NLTRA and the TNTTMA to Manage the Summer Night Rider Shuttle Service for 2015.(MOTION)

From: Ron Treabess, Director of Community Partnerships and Planning

Staff Recommendation:

- The NLTRA Board approves the FY 2015/16 Funding Agreement between the NLTRA and the Truckee North Tahoe Transportation Management Association (TMA), to manage the 15/16 Summer Night Rider Service.
- The approval also confirms notification to TTD that all new contracts supported by TOT funding will require an appropriate competitive bid process,

Decision Considerations:

- The **attached** annual Funding Agreement between NLTRA and the TMA to manage the Summer Night Rider Shuttle Service for 2015.
- TMA will continue to provide admin/contract management, marketing/public outreach, and signage for the Tahoe Transportation District (TTD).
- A one year amendment to the original 2011 Night Rider contract between TTD and the service provider, Airport Mini Bus, has been approved by the TTD Board for the 2015 summer season. The NLTRA approved this amendment on June 3rd. **(Both attached)**
- The Night Rider funding (\$151,000) for summer, 2015, has been approved by CI/T Committee, NLTRA Board, and Placer Board of Supervisors at its April 28th meeting..
- TMA will submit invoices with support documentation, upon receipt of services to NLTRA for payment not to exceed approved funding.
- This Agreement will be sent to TNT for its approval as is, pending any Board comments.
- The Agreement was sent to CI/T Committee for review and comments have been included
- After discussion with the NLTRA Executive Committee, this Funding Agreement and future new funding agreements/contracts requiring NLTRA signature will be brought to the Board for approval.

Tourism Master Plan/Strategic Goals/Funding Strategy Criteria:

- **By 2016, transportation systems within the North Lake Tahoe area will effectively link visitor destinations, recreation and lodging products with increased ridership on service and recreational routes.**
- **By 2016, the organization will have provided advocacy for all project and program development that align with our mission.**
- **Projects that support NLTRA key core function areas and strategic goals.**
 - **Resort Triangle Transportation Vision**



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JUNE 30, 2015

MEMORANDUM OF AGREEMENT BETWEEN THE NORTH LAKE TAHOE RESORT ASSOCIATION AND THE TRUCKEE NORTH TAHOE TRANSPORTATION MANAGEMENT ASSOCIATION FOR USE OF TOT TRANSPORTATION FUNDS

This Memorandum of Agreement is entered into by and between the North Lake Tahoe Resort Association (NLTRA) and the Truckee North Tahoe Transportation Management Association (Grantee) regarding use of Placer County TOT monies to assist in funding of the 2015/16 Night Rider Summer Shuttle Service. The purpose of the funding is to continue the Grantee's role as Contract Manager of the service for one year as defined in the Amendment of the October, 2011, Contract between the Tahoe Transportation District (TTD) and Airport Mini Bus to extend service through the 2015 summer season.

This Agreement confirms the Grantee's commitment to follow the scope of service in the October, 2011, Contract and in the 2015 Amendment to that Contract, both of which are attached. The Agreement also confirms that the NLTRA shall act as fiscal agent for this service, with responsibilities to provide operating and marketing support for this service, consistent with authority from the Placer County Board of Supervisors to spend TOT funds through the NLTRA for such purposes. The Grantee will invoice the NLTRA for service payments, based on its review and approval of service invoices prepared and submitted by Airport Mini Bus, consistent with the service described in the 2011 Contract Agreement and 2015 Amendment.

For and in consideration of the mutual promises herein exchanged, NLTRA and Grantee do hereby agree as follows:

1. The NLTRA and Grantee's desire to insure that certain actions are taken to insure the Night Rider Summer Shuttle Service will begin on July 1, 2015 and end on September 6, 2015, for a maximum of 68 nights of service.
2. The Grantee agrees to complete the service as described, by September 6, 2015, (the "Completion Date"). Grantee shall report any necessary changes to the Completion Date, service scope or service schedule to the NLTRA prior to the expenditure of TOT funds for those changes. For good cause shown, the Completion Date, the scope of service, as well as any dates set forth in the service schedule, may be revised and/or extended by the NLTRA upon written request by the Grantee. Such revision and/or extension shall not be unreasonably denied.

3. The Grantee shall provide periodic reports to the NLTRA as to the ridership, financial, and related operational reports such as it receives from Airport Mini Bus, which will document the progress of the service. A final report will be prepared within 60 days of service completion which will summarize operations, reconcile all expenditures, and provide recommendations for future adjustments and/or improvements for continuing the service.
4. For the total operation and management of the service, the NLTRA will provide the Grantee an amount of TOT funds not to exceed \$151,000.
5. The Grantee shall request payment from the NLTRA in a form acceptable to the NLTRA which is as a sum for an Operator invoice(s) for service already provided or Grantee Management services being provided by the Grantee for work approved within the Contract Agreement and/or the 2015 Amendment. The Grantee shall provide the NLTRA with acceptable documentation of all expenditures of TOT funds.
6. Upon completion of the service, the Grantee will return all unexpended funds which may have been advanced by the NLTRA within 60 days of project completion.
7. Prior to completion of the service and/or implementation of service actions, any dispute arising from this Agreement will be addressed by the staff of the NLTRA and the Grantee to attempt to mediate the situation. If the situation cannot be resolved, either party may terminate this Agreement by providing the other party with sixty (60) days notice in writing. In the event of termination, all unexpended NLTRA funds shall be returned to NLTRA forthwith.
8. In the event of termination by the NLTRA, the Grantee agrees to take all reasonable measures to prevent further costs to the NLTRA under this Agreement. The NLTRA shall be responsible for any reasonable and non-cancelable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual termination and will not exceed the undisbursed balance of funding as stated in this Agreement.
9. The Grantee shall maintain satisfactory financial accounts, documents, and records relating to this Agreement. The accounts, documents, and records relating to provision of the project shall be retained by the Grantee for three years following the date of project completion and shall be subject to examination and audit by the NLTRA and by the Placer County Auditor-Controller.
10. The Grantee shall perform this Agreement as an independent contractor. Grantee and the officers, agents and employees of the Grantee are not, and shall not be deemed, NLTRA or Placer County employees for any

purpose. The Grantee shall determine, at its own risk and expense, the method and manner by which duties imposed on the Grantee by this Agreement shall be performed; provided, however, that the NLTRA may monitor the work performed.

11. The Grantee agrees that nothing in this Agreement shall create any contractual relationship between any third party contractor and the NLTRA.
12. This Agreement is to be interpreted in accordance with the laws of California. It, and the referenced October, 2011, Night Rider Contract Agreement, and the 2015 Amendment to that Contract constitute the entire agreement between the NLTRA and the Grantee relating to the service and may not be modified except by an instrument in writing signed by both parties.

In witness whereof, this Memorandum of Agreement was executed by the parties hereto as of the date written.

Director of Community Partnerships and Planning
North Lake Tahoe Resort Association

Date

Executive Director
TNTTMA (Grantee)

Date

Tahoe Transportation District Contract Amendment

Contract: Airport Mini Bus

Project Title: North Shore Peak Season Transit Services AKA The Night Rider

Description: Amendment of the contract to extend service through the 2015 summer season

Dated: June 1, 2015

This Amendment is entered into by and between the Tahoe Transportation District, hereinafter referred to as the "District", and Airport Mini Bus, hereinafter referred to as "Airport Mini Bus", this June 1, 2015, and affects Section 1, "SERVICE"; Section 3, "COSTS OF PROVIDING SERVICE"; Section 7, "TERM"; and Section 10, "INDEMNITY; INSURANCE" of the original contract dated October 27, 2011, and previous amendments dated June 27, 2012, June 27, 2013, December 9, 2013, June 13, 2014, and December 12, 2014. The contract is hereby amended as follows:

1. SERVICE: Airport Mini Bus agrees to provide the service as specifically described in the service schedule attached as Exhibit A. It is understood that the schedule may be altered by the addition or deletion of stops. Airport Mini Bus agrees to advise the TNT/TMA if any service is suspended or missed due to inclement weather, highway travel restrictions, mechanical failures, or "full" bus capacity for each of the four routes. Airport Mini Bus agrees to consult with and obtain consent from the TNT/TMA for any permanent alteration of the schedule, including any alteration of stops along the way. Payment will not be rendered for services not rendered; excluding passenger capacity.

3. COST OF PROVIDING SERVICE: The maximum amount charged by Airport Mini Bus for providing the service as described in this Agreement is set forth below:

Total of \$2,082.50 per night for service by four buses on the following routes:

1. Squaw Valley to Crystal Bay
2. Crystal Bay to Squaw Valley
3. Northstar to Crystal Bay
4. Tahoe City to Tahoma

Service will begin on July 1, 2015 and end on September 6, 2015, for a maximum 68 nights of service at a maximum contract price of \$141,610. These amounts cannot be changed during the term of this Agreement, except as may be agreed to, in writing, by the parties, in consultation with the TNT/TMA and NLTRA. The TNT/TMA will provide administration, marketing/public outreach and signage to be funded by the NLTRA directly to the TNT/TMA.

7. TERM: The term of this Agreement shall be consistent with the identified period of operations in the service schedule and is hereby modified through September 6, 2015.

D13.1-5

10. INDEMNITY; INSURANCE

A. Prior to providing the Service, Airport Mini Bus shall provide the District and TNT/TMA with certificates of insurance with original endorsements and copies of policies of the following insurance, with Best's Class A – or better carriers and provided by insurers with a rating of A VIII or greater:

1. Workers compensation insurance covering all employees and principals of Airport Mini Bus as required by law and per statutory limits, including employers liability of \$1 million each accident, \$1 million each disease (employee), and \$1 million each disease (aggregate), with an endorsement waiving any rights of subrogation, if any, that the insurer may have against the District, TNT/TMA, NLTRA, and their respective members, officers and employees.

2. Commercial general liability insurance in an amount and scope at least equal to Insurance Service Office form CB 00 01 covering third party liability risks, including, without limitation, contractual liability, and a minimum amount of \$5 million combined single limit per occurrence for bodily injury, personal injury, and property damage in Nevada and California. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Agreement, or the general aggregate limit shall be twice the occurrence limit. The District, TNT/TMA, NLTRA, Placer County, and their respective members, officers and employees shall be listed as additional insured under such policy; and

3. Commercial auto liability insurance covering the vehicle fleet in a minimum amount of \$5 million combined single limit per accident for bodily injury and property damage; and

B. All insurance described above shall be primary and there shall be no right to contributions by insurance purchased for or on behalf of the District, TNT/TMA, NLTRA or Placer County.

C. Airport Mini Bus shall disclose any self-insured retention amount on Airport Mini Bus's insurance policies to the District, TNT/TMA, NLTRA, and Placer County, and shall disclose information and documentation regarding their rights to pay any such self-insured retention amount. It shall be Airport Mini Bus's responsibility to secure written approval of such self-insured retention amount from the District and TNT/TMA prior to providing the Service.

D. Airport Mini Bus agrees to pay, protect, indemnify, and defend the District, TNT/TMA, NLTRA, and their respective agents, employees, attorneys, officers, directors, and representatives from and against all claims, suits, judgments, costs, and expenses including, without limitation, attorneys' fees and/or damages, to person or property, caused by or resulting from any negligent act or omission of Airport Mini Bus, its agents, or employees.

D13.1-6

15. MINIMUM EMPLOYEE REQUIREMENTS

Airport Mini Bus will implement, and ensure that employees successfully complete, controlled substances and alcohol use and testing per 49 CFR Part 382. In addition, Airport Mini Bus will perform a motor vehicle record check on all employees at the time of hire, and at least annually thereafter; with an appropriate rating system to determine whether employees qualify to drive or continue driving vehicles used in service.

All bus operators will be trained to proficiency by Airport Mini Bus before being allowed to operate vehicles or work with the public. Training will include, but not be limited to: Commercial Driver License of the appropriate class and endorsement, vehicle orientation, vehicle inspection, vehicle operations, defensive driving, customer relations (including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), street operations, radio protocol, safety and security, driving in inclement weather, accident and incident procedures, emergency management, and use of wheelchair lifts and securement.

Except as modified by this Amendment, all other sections of the original contract remain unchanged and in full force and effect. The parties acknowledge that there is no executed copy of the original contract in the files of either of the parties. Nevertheless, the original contract has been in effect since October 27, 2011, and was attached as Exhibit A to the amendment in December 2013.

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

TAHOE TRANSPORTATION DISTRICT

AIRPORT MINI BUS

By: _____
Carl Hasty, District Manager
Tahoe Transportation District

By: _____
Chip Bell, President
Airport Mini Bus

Date: _____

Date: _____

D13.1-7

Exhibit A

Service Schedule

D13.1-8

Contract AGREEMENT for North Shore Peak Winter Season Transit Services
aka The Night Rider

THIS AGREEMENT is made and entered into this 27th day of October, 2011 for transit service beginning December 15, and ending Sunday, April 8, 2012, by and between the TAHOE TRANSPORTATION DISTRICT (hereinafter, the District), of 128 Market Street, Stateline, NV 89449, and Airport Mini Bus, of 100 Sunshine Lane, Reno, NV 89502. Collectively, the District and Airport Mini Bus are referred to herein as the Parties.

RECITALS

1. The District is a special purpose district, established in Article IX of Public Law 96-551, the Tahoe Regional Planning Compact, as enacted by the Congress of the United States, with broad authority to operate and/or provide for the operation of transit services in the Lake Tahoe region. The service as described in this Agreement is consistent with the purpose and authority of the District; therefore the District extends its operating authority to Airport Mini Bus for the purposes of providing the service as described herein.
2. Airport Mini Bus is a duly qualified passenger bus company, holding all the requisite operating licenses and permits necessary to provide the service as described herein.
3. The parties desire to enter into an Agreement to provide the transit services as described herein, and to memorialize their agreement by this writing.
4. The parties agree and acknowledge that the Truckee North Tahoe Transportation Management Association (hereinafter, TNT/TMA), a California non-profit corporation, shall serve as Contract Manager for this project, acting on behalf of the District, with responsibilities to include regular interaction with the management of Airport Mini Bus, ensuring compliance with all contract terms and conditions, receipt and review of all reports required of Airport Mini Bus under the terms of this Agreement, and the development and coordination of all marketing, promotional and training programs designed to support the service.

5. The parties agree and acknowledge that the North Lake Tahoe Resort Association (hereinafter, NLTRA), a California non-profit public benefit corporation, shall act as fiscal agent for this project, with responsibilities to provide operating and marketing support for this project, consistent with authority from the Placer County Board of Supervisors to spend Transient Occupancy Tax (TOT) funds through the NLTRA for such purposes. The TNT/TMA will invoice NLTRA for project payments, based on its review and approval of service invoices prepared and submitted by Airport Mini Bus, consistent with the service as described herein and the terms of this Agreement. The District shall have no financial obligation to fund the service described hereunder.

The TNT/TMA shall provide to the District and NLTRA the ridership, financial, and related operational reports such as it receives from Airport Mini Bus so that the reports may be reviewed by District staff and NLTRA staff and presented to their respective committees and boards, as appropriate.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **SERVICE:** Airport Mini Bus agrees to provide the service as specifically described in the attached service schedule; plus all Tahoe Area Regional Transit bus stops. It is understood that the schedule may be altered by the addition or deletion of stops or temporarily suspended in consideration of inclement weather and/or highway travel restrictions. Airport Mini Bus agrees to advise the TMA or the NLTRA if service is suspended due to inclement weather or mechanical failure. Airport Mini Bus agrees to consult with and obtain consent from the TNT/TMA prior to any permanent alteration of the schedule, including any alteration of stops along the way. Payment will not be rendered for service not rendered.

2. **FARES:** The service as described herein shall be provided free to all passengers.

3. **COST OF PROVIDING SERVICE:** The costs charged by Airport Mini Bus for providing the service as described in this Agreement is set forth below on page 3:

**Operating Costs for
Airport MiniBus**

Bus #1	\$45,000
Bus #2	\$45,000
Bus #3	\$45,000
Bus #4	\$45,000
	<hr/>
	\$180,000

These costs cannot be changed during the term of this Agreement, except as may be agreed to, in writing, by the parties, in consultation with the TNT/TMA and NLTRA. The TMA will provide administration, marketing/public outreach and signage for \$8,000 to be funded by the NLTRA directly to the TMA.

4. RECORD KEEPING, PRODUCTION OF INVOICES FOR PAYMENT:

Airport Mini Bus shall keep true and accurate records of the service provided under this Agreement, including passenger counts, (by each route and stop). Passenger counts will be delivered to the TMA every Monday and passengers turned away must be calculated in order to determine larger vehicles for the next season. Billing must be completed by the tenth of the month immediately following the end of each month for which service is provided, Airport Mini Bus shall produce and submit to the TNT/TMA an invoice for the cost of providing the service during that same month.

5. AUDITS: Upon reasonable notice, and at its own expense, the TNT/TMA, and/or NLTRA, or its authorized representatives, or the District or its authorized representatives, shall have the right to examine and audit the records of the service as provided under this Agreement by Airport Mini Bus.

6. EQUIPMENT; DRIVERS; CUSTOMER SERVICE STANDARDS: A list of mini buses to be utilized by Airport Mini Bus to provide the service as described in this Agreement is to be provided. Airport Mini Bus shall furnish qualified drivers in compliance with all pertinent local, state and federal laws and requirements, and maintain all the equipment required to provide the service described in this Agreement. Airport Mini Bus shall extend its best efforts to provide first rate service. Drivers shall be

expected to meet the customer service standards as agreed by the parties. It is requested that drivers do not smoke in the vehicles used for the Night Rider Service. The maintenance of equipment Airport Mini Bus provides for the service described in this Agreement shall be in accordance with its standard practices. At a minimum, such practices shall be consistent with generally accepted standards for the ground transportation industry. Each bus will be identified with a sign on each side and rear of the bus displaying the "Free Night Rider" signs provided by the TMA.

Drivers provided by Airport Mini Bus shall have the necessary communications equipment to coordinate with Airport Mini Bus dispatchers. Airport Mini Bus shall also provide the services of at least one dispatcher during the hours of operation of the service described hereunder. Each driver will maintain a lost and found log each day and turn in all lost and found articles to the TNT/TMA on a regular basis.

There must at all times be an ADA Accessible vehicle available for passengers in need. One of the four vehicles will be on route during service times.

7. TERM: The term of this Agreement shall be consistent with the identified period of operations; planned from December 15, 2011 through April 8, 2012, except as may be otherwise modified, consistent with the provisions of this Agreement.

8. DEFAULT; TERMINATION: In the event either party is in default of the performance of any terms or conditions under this Agreement, the other party shall give written notice of the nature of the default, and the party to whom the notice was given shall have twenty (20) days to cure the default. In the event the default is not cured within the twenty (20) day period, the party giving notice may terminate this Agreement. The payment of any remaining monies due Airport Mini Bus will be made as part of any termination of this Agreement.

9. FORCE MAJURE: In the event Airport Mini Bus is unable, in whole or in part, to provide the service hereunder due to fire, flood, theft, water, labor unrest, inclement weather, collision, calamity, acts of God, or conditions beyond its control, the obligation of Airport Mini Bus to render the service hereunder shall temporarily cease during the continuation of such conditions. During any such period, any related obligations on the part of the District, its Contract Manager and Fiscal Agent shall likewise be proportionally reduced, until service by Airport Mini Bus is resumed.

10. INDEMNITY; INSURANCE: Notwithstanding the duty to provide insurance set forth elsewhere in this Agreement, and to the full extent required, Airport Mini Bus agrees to pay, protect, indemnify and defend the District, TNT/TMA and NLTRA, and their respective agents, employees, attorneys, officers, directors and representatives from and against all claims, suits, judgments, costs and expenses, including, without limitation, attorney's fees and/or damages, whether as to person or property, caused by or resulting from the negligent act or omission of Airport Mini Bus, its agents or employees. Airport Mini Bus shall provide not less than \$5 million in auto and general liability insurance, and provide the District, TNT/TMA, and NLTRA with proof of coverage as "Additional Insured" specifically related to the service provided hereunder, along with proof that Airport Mini Bus carries the appropriate level of Workman's Compensation Insurance.

The District agrees to pay, protect, indemnify and defend Airport Mini Bus, TNT/TMA, NLTRA and its respective agents, employees, attorneys, officers, directors and representatives from and against any and all claims, suits, judgments, costs and expenses, including, without limitation, attorney's fees and/or damages, whether to person or property, caused by or resulting from the negligent act or omission or intentional acts of the District, its agents or employees.

Airport Mini Bus agrees to maintain such insurance, in accordance with Exhibit D, attached hereto, as will protect it, the District, TNT/TMA, and NLTRA from claims by employees of Airport Mini Bus under any worker's compensation or similar acts, and also from other claims for personal injury and/or property damage on behalf of Airport Mini Bus's agents or employees, and the public, arising from claims of negligence against Airport Mini Bus or its agents and employees.

11. NOTICE: Any notice required or permitted under this Agreement shall be deemed given when personally served or given by U.S. certified mail, return receipt requested, with postage fully prepaid, addressed as follows:

If to Airport Mini Bus:
Airport Mini Bus
100 Sunshine Lane
Reno, NV 89502

If to Tahoe Transportation District
Tahoe Transportation District
128 Market Street
PO Box 5310
Stateline, NV 89449

12. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Nevada. The parties have fully and fairly negotiated the terms of this Agreement and it is their intent that no presumption arise from the identity of the drafter of this Agreement in the event of a dispute over its terms. Airport Mini Bus shall, at its own expense, obtain and maintain all licenses, approvals, and permits, and file with any and all appropriate authorities any documentation required to conduct the service as described in this Agreement. In the event Airport Mini Bus is unable to obtain or maintain any of the licenses or permits required to conduct the service, or in the event the service hereunder is interrupted by governmental authority, Airport Mini Bus shall have twenty (20) days to correct this defect, as provided in Section 8, DEFAULT; TERMINATION, above, failing which this Agreement shall terminate and be deemed null and void.

13. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding and agreement of the parties and all past negotiations, agreements, offers and inducements related to this Agreement are merged herein. This Agreement may not be amended or modified, except by writing, signed by the parties subsequent to the date of this Agreement.

14. INDEPENDENT CONTRACTORS: Nothing in this Agreement shall be deemed or considered a hiring by one party or the other, nor shall this Agreement be deemed to constitute a partnership or joint venture. Each party hereto, and its agents as identified in this Agreement, shall be and remain an independent contractor or organization, free to pursue all its business or organizational activities free from the control or management of the other party. This Agreement has been fully and fairly negotiated between the parties, therefore no presumption shall arise from the identity of the drafter of this document.

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

Andrew Strain
Chip Bell, President
Airport Mini Bus

Date: Chip Bell

10-28-11
Andrew Strain
Chairman of the Board
Tahoe Transportation District

Date: 10-28-11



north lake tahoe

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June 24, 2015

Subject: Approval of Funding Letter of Agreement between NLTRA and the California Highway Patrol for 2015 Summer Traffic Management (MOTION)

From: Ron Treabess, Director of Community Partnerships and Planning

Staff Recommendation:

- The NLTRA Board approves the FY 2015/16 Funding Letter of Agreement between the NLTRA and the California Highway Patrol (CHP) for 2015 Summer Traffic Management In Tahoe City and Kings Beach.

Decision Considerations:

- The attached seasonal Funding Letter of Agreement between NLTRA and California Highway Patrol for 2015 Summer Traffic Management In Tahoe City and Kings Beach.
- The CHP provides traffic management at Grove Street and Hwy 28 each Thursday morning while the Farmer's Market is open at Tahoe Lake School in Tahoe City.
- The CHP also provides traffic control in Kings Beach on each summer Saturday as part of this contract.
- The proposed schedule for CHP assistance is attached to the Agreement. The best approach for Kings Beach is being still being discussed by NTBA, Placer County and CHP.
- The Summer Traffic Management funding of up to \$22,000 has been approved by CI/T Committee, NLTRA Board, and Placer Board of Supervisors as of April 28, 2015.
- This will be signed and returned to CHP will mandatory 50% payment pending any comments.
- The Agreement was sent to CI/T Committee for review and the only comments received were observe Kings Beach before deciding on best approach
- After discussion with the NLTRA Executive Committee, this Funding Agreement and future new funding agreements/contracts requiring NLTRA signature will be brought to the Board for approval.

Tourism Master Plan/Strategic Goals/Funding Strategy Criteria:

- **By 2016, transportation systems within the North Lake Tahoe area will effectively link visitor destinations, recreation and lodging products with increased ridership on service and recreational routes.**
- **By 2016, the organization will have provided advocacy for all project and program development that align with our mission.**
- **Projects that support NLTRA key core function areas and strategic goals.**
 - **Resort Triangle Transportation Vision**

THIS AGREEMENT, Reimbursable Services Control Log # _____ R- _____ made and entered into this 15 day of June, 2015, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and North Lake Tahoe Resort Association, hereinafter called North Lake Tahoe Resort Association.

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

1. Reimbursable services are to be provided when traffic control security services vehicle inspections other details for _____ are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the _____ assist with pedestrian crossing in Tahoe City and Kings Beach _____.
2. The term of this Agreement will be 06/25/2015 to 08/29/2015.
3. The CHP coordinator shall be Jeff Billings, telephone number (530) 582-7570.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. North Lake Tahoe Resort Association agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.
North Lake Tahoe Resort Association agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. North Lake Tahoe Resort Association shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from North Lake Tahoe Resort Association thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. North Lake Tahoe Resort Association agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, North Lake Tahoe Resort Association agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. North Lake Tahoe Resort Association will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. North Lake Tahoe Resort Association agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) **cannot be notified** of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

D13.2-2

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

Sergeant:	<u>50.00</u>	hrs.	@	\$ <u>104.72</u>	\$ <u>5,236.00</u>
Officer:	<u>149.00</u>	hrs.	@	\$ <u>86.10</u>	\$ <u>12,828.90</u>
Vehicle mileage:	<u>1,000</u>	miles	@	\$ <u>0.90</u>	\$ <u>900.00</u>
Motorcycle mileage:	_____	miles	@	\$ _____	\$ _____
Other expenses:	_____				\$ _____
 Total estimated cost:					\$ <u>18,964.90</u>

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

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

D13.2-3



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Summer, 2015

Request for CHP Traffic Management and Tentative Schedule

The NLTRA is requesting CHP assistance again this summer in Tahoe City at Grove St., and, possibly, in Kings Beach at one or two round-about crossings, still to be determined. The requested schedule and number of days is very similar and the purpose is still the same: At Grove to hold up peds and let cars keep moving, and at the Kings Beach round-abouts to hold up cars and/or peds to insure peds can safely cross to the beach and back, while keeping traffic moving. No one seems sure about which Kings Beach crossing or if the CHP presence will be necessary at all. The Kings Beach folks are discussing with DPW and will make the determination before the schedule begins. We might need to be flexible as to which round-about is most helpful after some actual observation has occurred. Below is the schedule that we hope you can accommodate. Assume we will do Kings Beach in preparing the estimated contract and if it does not happen, we can adjust any cost difference in the final payment. Thanks for helping, once again..

Term: June 25 thru August 29, 2015

Tahoe City: 2 officers out of vehicle at Grove and Hwy. 28, every Thursday, 9:30 a.m. to 1:30 p.m. plus travel time

June 25, July 2, 9, 16, 23, 30. August 6, 13, 20, 27.

Kings Beach: 1 or 2 officers out of vehicle at Hwy. 28 Round-about to be determined, every Saturday, 12:00 to 4:30 p.m. plus travel time

July 4, 11, 18, 25, August 1, 8, 15, 22, 29.

We do understand that on some occasions other priorities arise that may preclude these services. Please let me know when the Reimbursable Letter of Agreement is ready and I will come to your office to sign with payment in hand. We very much appreciate the professional service that the California Highway Patrol has provided for our community and look forward to being able to continue our relationship. Contact me if you have questions or need clarifications.

D13-2-5



north lake tahoe
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Supplemental Operating Procedures and Policies

Updated ~~October 2014~~ June 2015

E14.1-2 pg 1

Introduction

This document establishes or provides additional information concerning operating procedures and policies for the North Lake Tahoe Resort Association, a 501(c)(4) non-profit public benefit corporation. The information contained herein is supplementary to the operating procedures and policies set forth in the NLTRA's adopted Bylaws and other documents and agreements which establish procedures and policies. The NLTRA's Bylaws were most recently updated by action of the Board of Directors in December 2007.

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North Lake Tahoe Resort Association Committees

Definition of Committee Responsibilities and Membership

As of the publication date of this document, the NLTRA has five standing committees (Joint Capital Investment/Transportation, Marketing, Business Association and Chamber Collaborative, Lodging, Finance, Conference Sales Committee.) There is a Master Plan Task Force, and other task forces as needed. The NLTRA Board annually appoints an Elections Committee, whose function is to organize and conduct the annual Board Election. Additionally, the Board appoints members to serve on the North Lake Tahoe Marketing Cooperative board (NLTRMC) as part of its agreement with the Incline Village Crystal Bay Visitors Bureau (IVCBVB) to fund and implement the North Lake Tahoe Marketing campaign. The Joint Capital Investment/Transportation Committee is contractually designated by Placer County.

An Executive Committee of the NLTRA Board will meet monthly with the CEO/Executive Director to go over contracts, agendas, staffing and other issues of importance. Members of the Executive Committee consist of all current officers and Past Chair if he/she is willing.

Each NLTRA committee and subcommittee includes members of the NLTRA Board, as well as community or business members. The membership of each committee/subcommittee is defined below.

Standing Committees

Capital Investment/Transportation Committee

The role of the Capital Investment Committee is to provide input and direction to staff and to advise the NLTRA Board on any and all matters pertaining to infrastructure and transportation planning, budgets, programs and projects. Committee responsibilities include the consideration of infrastructure project applications as well as proposed transportation projects and expenditures. Following such consideration, Committee recommendations are submitted to the NLTRA Board of Directors for consideration and action. The annual NLTRA-Placer County Agreement defines which infrastructure and transportation project expenditures approved by the NLTRA Board must be submitted to the Placer County Board of Supervisors for final consideration and approval.

Committee Membership

Consistent with terms of the annual NLTRA-Placer County Agreement, there are a total of 16 members with the following representation: up to three NLTRA Board members, three Placer County representatives (one member representing the Placer County Executive Office, one member representing Placer County Tahoe Area Regional Transit, one member representing Placer County Department of Public Works, two members representing the Truckee North Tahoe Transportation Management Association, two representatives from Special Districts that provide visitor services, and

six Community At-Large members who have expertise and/or interest in infrastructure development projects, transportation programs and projects, and related issues. All jurisdiction and entity members are appointed by the representative jurisdiction, and accepted by the NLTRA Board of Directors. Special District representatives will be rotated between the Districts. The Community At-Large members are appointed by the NLTRA Board and approved by the County Executive Office. The Committee quorum members serve two year terms, with six terms expiring every other year. Committee members can be reappointed by the NLTRA Board and/or the representative jurisdictions and entities.

Marketing Committee

The mission of the NLTRA Tourism Division is *"to promote North Lake Tahoe as a travel destination with the purpose of increasing travel spending within the region, including year-round occupancy and length of stay, generating additional Transient Occupancy Tax (TOT) revenues, sales tax revenues, and maximizing exposure and promotion of North Lake Tahoe on a regional, national and international level."* The role of the Marketing Committee is to provide input to staff and advise the Board on all matters related to the NLTRA's marketing strategies, plans, programs, budgets and outcomes. Following such consideration, Committee recommendations are submitted to the NLTRA Board for consideration and action.

Committee Membership

In addition to an appointed NLTRA Board member, this Committee consists of marketing and sales professionals from community businesses and organizations. An effort is made to ensure a diversity of representation from geographic areas as well as types of businesses and organizations. Based on adopted NLTRA policy, Committee membership is up to 15 members. Members serve a three -year term and may be reappointed. A quorum will consist of a majority of members present to include one board member.

Business Association and Chamber Collaborative

This group will meet every other month beginning in January and will determine the allocation of Marketing Grant funds of \$10,000 for each Eastern Placer County Business Associations, coordination of events calendar, Special Events Grants review and allocation, and joint in-market promotions to include Touch the Lake, Peak Your Adventures, Shop Local, High Notes and other campaigns that may be developed, funded, and approved by the Marketing Committee and Board of Directors.

Committee Membership

In addition to appointed NLTRA Board member, committee membership is defined as follows: one staff member and one representative each from the North Tahoe Business Association (NTBA), Tahoe City Downtown Association (TCDA), West Shore Association (WSA), Squaw Valley Business Association (SVBA), Incline Village Business Association, and the Northstar Village Retailers Association (NVRA), and up to 2 seats to be filled by members, or representatives of members, of the North Lake

Tahoe Chamber of Commerce. Business association staff and representatives serve at the pleasure and term of their association. The quorum will consist of a majority of members present to include one board member.

Finance Committee

The role of the Finance Committee is to provide input and direction to staff and to advise the Board on any and all matters pertaining to the present and future budgets, and all financial matters related to the corporation. Committee responsibilities include the review and consideration of monthly financial statements, forecasts, annual budgets and related matters. As appropriate, the committee makes recommendations to the NLTRA Board of Directors, particularly with regard to monthly financial statements, and the annual NLTRA budget.

Committee Membership

In addition to appointed NLTRA Board members, at least one member of the committee can be appointed to represent the membership and community at-large. It is preferred that this member have a background in finance, accounting or a related profession. This committee will be chaired by the Board Treasurer and will serve for a one year term. Quorum is a majority of members to include one board member.

Lodging Committee

As directed by the NLTRA Board, the duties of this committee are to review and provide input to the NLTRA Board of Directors regarding marketing programs from a lodging supplier's perspective, including continuous review of the NLTRA's consumer Website to ensure optimal functionality for the booking of reservations by lodging suppliers.

Committee Membership

In addition to appointed NLTRA Board member, committee membership shall consist of up to 15 representatives of lodging suppliers which are members of the NLTRA/North Lake Tahoe Chamber/CVB/Resort Association. Committee members serve three year terms and may be reappointed. This committee will meet as deemed necessary by the committee. A quorum will consist of a majority of total members including one board member.

Conference Sales Committee

The mission of the NLTRA Conference program is *"To promote North Lake Tahoe as a premier meetings destinations with the intent to increase awareness, lead generation and related booked room revenue."* The role of the Conference Sales Committee is to review the various plans and programs associated with the promotion and advertising of the NLTRA Conference Sales program. This includes but is not limited to the review of media plans, sales missions, FAMs, trade shows. The committee provides direction to staff and agency partners in the preparation and execution of yearly conference plans and advises the NLTRA Marketing Committee and Board of Directors on conference and group initiatives and action items.

Committee Membership

This Committee consists of Director of Sales from properties involved in the group and conference sales industry in the North Lake Tahoe region. Additional committee members may be appointed by the board based on association and involvement in the group/conference sales industry. Based on adopted NLTRA policy, Committee membership is up to 15 members. This committee acts as an advisory committee to the NLTRA Marketing Committee.

Elections Committee

As set forth in the adopted NLTRA Bylaws, at least sixty days prior to any election, the NLTRA Board shall appoint an Elections Committee. The responsibilities of the Elections Committee are: 1) to solicit qualified Board candidates for nomination; 2) to prepare a slate of candidates; 3) to give notice of the election; 4) to direct staff in conducting the election; 5) to appoint an impartial party as Inspector of the Election to tally the ballots and announce the results to the Board.

Committee Membership

As defined in the Bylaws, the Elections Committee shall be composed of three (3) to seven (7) members, including at least one (1) Member of the Board and at least one (1) Member not currently serving on the Board. No member of the Election Committee can be a candidate for the election for which they are serving on the Committee.

Cooperative Marketing Board (NLTMC) Appointments

As defined in the *North Lake Tahoe Marketing Cooperative Participation Agreement* (July 2006), this board was established by the Cooperative "Participants" (NLTRA and the Incline Village Crystal Bay Visitors Bureau) to coordinate efforts to fund and implement the directions of the North Lake Tahoe Marketing Cooperative. The role of the NLTMC is to finalize the annual Regional Cooperative Marketing Plan and oversee Plan implementation, using the budget resources identified and approved by each Participant. The NLTMC oversees the Plan by providing direction and oversight to the Plan Administrator. Consistent with Section 1.5 of the Agreement, the Plan Administrator is the NLTRA's Director of Tourism.

Committee Membership

Consistent with Section 8 of the North Lake Tahoe Marketing Cooperative Participation Agreement, the NLTRA's membership in the NLTMC is defined as follows: Four members, to include the Executive Director, at least one Board member, and at least one At Large Member. Note: The Incline Village Crystal Bay Visitors Bureau (IVCBVB) has the same number of NLTMC members, defined in identical fashion. These four members are appointed by the IVCBVB Board of Directors.

Process for Appointing Committee Members

With the exception of the four members of the Cooperative Marketing Committee appointed by the Board of Directors of the Incline Village Crystal Bay Visitors Bureau,

the NLTRA Board of Directors approves all other appointments to the committees identified in this document.

NLTRA Board Member Appointments

Each year, in December, members of the NLTRA Board are provided with a form on which to indicate their committee assignment preferences for the coming calendar year. The Board Chair, with input from the NLTRA Management Team, finalizes a list of proposed Board committee assignments. These proposed assignments become part of the slate of proposed committee appointments considered by the NLTRA Board at the regular Board meeting each January.

“Lay” or Community Member Appointments

Each year, in December, the NLTRA Management Team shall conduct a process for soliciting letters from members and others in the community expressing their interest and qualifications for consideration of appointment to a specific committee. The Management Team shall assemble the letters and prepare recommendations for appointment for Board consideration at the regular Board meeting each January.

Approving Committee Appointments

Every effort shall be made to ensure that a complete slate of proposed appointments for each committee, including Board, “lay” member and Placer County representatives, is submitted to the NLTRA Board for consideration and approval as part of the regular Board agenda each January so that the new committees can be in place by no later than mid-January.

Consistent with the NLTRA’s adopted *Board Expectations*, each Board member is encouraged to serve on one or more committees. Each committee will have a minimum of one board member, required for a quorum.

Committee Attendance

Removal/Resignation

Process for New Appointments

It is the responsibility of the NLTRA Management Team to provide the Board Chair with a regularly updated list of committee member attendance. The Chair may recommend that a committee member be removed if he/she misses three consecutive meetings without notification. Should a committee member be asked to step down, or if a member resigns, the Board can consider and approve a replacement at any time during the year, consistent with the qualifications and process described in this document.

Organizational Communications Policy

Timely and effective communications, both internal and external, are essential for organizational coordination and success. The NLTRA Executive Director and Management Team shall work to ensure the quality of staff reports and other documents necessary to support NLTRA decision making, strategic planning, and project implementation.

Any press release which is drafted to communicate a significant change in organizational structure or policy shall be first reviewed by members of the NLTRA Board Executive Committee, or by the full Board, if requested by the Executive Committee.

Procurement Policy

The following is the official NLTRA Procurement Policy, adopted by the Board of Directors.

Competitive Bidding Process

To the extent monies received for projects and programs are expended by the North Lake Tahoe Resort Association (NLTRA), or a third party under grant from the NLTRA, for service and support in any amount greater than \$25,000, the NLTRA or third party shall utilize a competitive bidding or procurement process, and provide documentation of process to include award determination. This process is intended to ensure that the work is awarded in an impartial manner to the most responsive and best qualified contractor, making certain that the projects and programs are accomplished in the most cost-effective manner. The applicability of this policy includes consecutive or phased projects and programs where services are provided by a single entity. This is also applicable to products or services that exceed the \$25,000 threshold in aggregate over the course of a fiscal year.

The competitive bidding process requires a minimum of two quotes or bids in writing for a similar product or service. On expenditures over \$100,000, a minimum of three qualified bids should be sought if possible. Or, in the case of third party vendors, the process must be thoroughly defined if different criteria is being used than NLTRA uses.

Considerations for competitive bidding selection may include but not be limited to:

- Thoroughness and accuracy of submitted proposal
- Geographic distance leading to higher costs for out of area vendor
- Familiarization with scope of work and appropriate demonstrated skills
- Quality of references from prior customers
- Qualification for local vendor preference
- Timing and schedule to perform services
- Cost proposal for provision of requested services or goods
- Acceptable criteria being used by vendor for third party selection

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Exceptions to Competitive Bidding Process

NLTRA will always strive to purchase and contract competitively, however except as otherwise directed by law or Placer County, competitive bidding is not required for the following purchases:

- Sole source procurement, defined as an award for a service or commodity which can only be purchased from one supplier/vendor, usually because of its technological, specialized, unique character or proprietary nature.
- When the NLTRA, with Board approval, determines that it is in the best interest of the organization and Placer County to renew a contract award from the

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previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of business and/or based on good business sense.

- When the NLTRA, with Board approval, determines that it is in the best interest of the organization and Placer County to extend an existing service or contract within direction of original scope of work/contract. This would require an amendment to the scope of work and contract.
- Training, seminars or classes.
- Information technology, telecommunications, and reprographic parts, services and equipment, software, installation, maintenance and training except as otherwise directed by law.
- Whenever State law expressly authorizes execution of professional services contracts for expert and professional services involving extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training acquired by course of study or equivalent experience such as but not limited to accountants, attorneys, planners, architects, surveyors, and engineers.

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When applying this determination for exemption to competitive bidding process, a written determination must be completed and included in the contract of the NLTRA or the grantee/vender acting as a third party contractor.

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This policy is not applicable to cooperative programs in which the NLTRA is not a primary partner. Primary partner is defined as funding a 40% or greater share of service and support costs. This policy is also not applicable when service and support is being provided by a non profit public benefit corporation that does not compete with other potential service providers. All service and support in an amount greater than ~~\$50,000~~\$25,000 shall be accompanied by a scope of work and contract. Contract language referring to the above will be inserted in all contracts by NLTRA or grantee/vendor acting as a third party contractor, and will be included in all funding application criteria.

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Sample contract language:

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

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The process is intended to ensure that work is awarded in an impartial manner to the most responsive and best qualified contractor, making certain that the project or program is accomplished in the most cost-effective manner. The applicability of this process includes consecutive or phased projects and programs where services are provided by a single entity that, when totaled, exceed the \$25,000 threshold. The NLTRA competitive bidding process requires a minimum of two quotes or bids in writing for a project, program, similar product, and/or service. On expenditures over

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\$100,000, a minimum of three qualified bids should be sought if possible. In the case of third party bid process, the process must be thoroughly defined if criteria being used are different than that used by the NLTRA. All service and support in an amount greater than \$25,000 shall be accompanied by a scope of work and inserted in all contracts prepared by NLTRA and/or grantee/vendor acting as a third party contractor.

Local Vendor Opportunity

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

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Determination for Possible Competitive Bidding Exemption

Vendor Information

Business _____ Contact _____
Address _____ E-mail _____
Phone _____

NLTRA Information

Department _____ Staff _____
Third Party Vendor Yes _____ No _____ NLTRA Vendor _____

NLTRA and its vendors will always strive to purchase and contract competitively, however, except as otherwise directed by law or Placer County, competitive bidding may be exempted for the following purchases and services: (please mark all that apply)

_____ Sole source procurement being defined as an award for a service or commodity which can only be purchased from one supplier/vendor, usually because of its technological, specialized, unique character or proprietary nature.

_____ When the NLTRA, with Board approval, determines that it is in the best interest of the organization and Placer County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of business and/or based on good business sense.

_____ When the NLTRA, with Board approval, determines that it is in the best interest of the organization and Placer County to extend an existing service or contract within direction of original scope of work/contract. This would require an amendment to the scope of work and contract.

_____ For Training, seminars or classes.

_____ For Information technology, telecommunications, and reprographic parts, services and equipment, software, installation, maintenance and training except as otherwise directed by law.

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_____Whenever State law expressly authorizes execution of professional services contracts for expert and professional services involving extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training acquired by course of study or equivalent experience such as but not limited to accountants, attorneys, planners, architects, surveyors, and engineers.

Provide an explanation below for any of the items checked above, and attach any necessary documentation:

Signature of Department Staff/Date

Signature of Supervisor/Date

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Document Destruction Policy

Purpose

Various federal and state laws require a non-profit organization to maintain certain documents for either a specific period of time or permanently. The purpose of this policy is to prevent the premature destruction of documents, whether by accident or other circumstance. It also clarifies when certain documents may be destroyed, after they have been maintained for the required period of time.

The following table is provided specific to the types of documents generated and maintained by the North Lake Tahoe Resort Association. It shall be the policy of the NLTRA to adhere to the document destruction and preservation schedule as shown in this table.

Type of Document	Minimum Requirement
Accounts Payable Ledgers and Schedules	7 years
Audit Reports	Permanently
Bank Reconciliations	2 years
Bank Statements	Permanently
Checks (for important payments and purchases)	7 years
Contracts, Mortgages, Notes and Leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	4 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	4 years
Depreciation Schedules	Permanently
Duplicate Deposit Slips	2 years
Employment Applications	2 years
Year End Financial Statements	Permanently
Insurance Policies (expired)	3 years
Insurance Records, Current Accident Reports, Claims, Policies, etc.	Permanently
Invoices (to customers, from vendors)	7 years
Minute Books, Bylaws and Charter	Permanently
Payroll Records and Summaries	7 years
Personnel Files (terminated employees)	7 years
Retirement and Pension Records	Permanently
Tax Returns and Worksheets	Permanently
Timesheets	7 years
Withholding Tax Statements	7 years

CONFLICT OF INTEREST POLICY

OF

NORTH LAKE TAHOE RESORT ASSOCIATION

Section 1. Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's ("Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction, as defined in I.R.C. Section 4958, and to ensure compliance with any contractual requirement of Placer County that the organization's board members and executive management employees disclose their economic interests. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

Section 2. Definitions

(a) Interested Person – Any director, principal officer, or member of a committee with governing board delegated powers, who has a material financial interest, as defined below, is an interested person. (See Cal. Corp. Code §5233(a)).

(b) Material Financial Interest – A person has a material financial interest if the person has, directly or indirectly, through business, investment, or a spouse:

- i. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- ii. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that may be considered substantial enough to influence a Board member's decision.

A material financial interest is not necessarily a disqualifying conflict of interest. Under Section 3.b, the Board may approve the transaction if it finds that the transaction is in the Organization's best interests.

Section 3. Procedures

~~(a)~~ (a) Duty to Disclose –

(i) In connection with any actual or possible conflict of interest an interested person must disclose the existence of the material financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

(ii) Pursuant to any contract entered into by and between the Organization and Placer county which requires the Organization's board members and executive management employees to file a Form 700 with the County Executive Office no later than the date of the February meeting of the Organization's board of directions each year of the contrace, each year during the term of the contract the Organization's board members and executive management employees shall complete and file with the Placer County Executive Office a Form 700, Statement of Economic Interests, a form prepared by the available from the California Fair Political Practices Commission (FPPC). In addition, the following shall apply:

- a. The Form 700 shall be completed in accordance with the provisions of the California Political Reform Act (Cal. Gov. Code 81000-91014) and the refuliations of the FPPC
- b. Each year during the term of the contract with Placer County, the Form 700 shall be filed with the Placer County Executive's office no later than the date of the February meeting of the Organization's board of directors.
- c. A copy of the Form 700 shall be filed with the Organizaiton's Chief Executive Officer/Executive Director.
- d. A Form 700 filed with the Placer County Executive Office is a public document.
- e. For purposes of this Conflict of Interest Policy, "executive management employees" means the Organization's Chief Executive Officer/Executive Director, Director of Partnerships and Community Planning, Director of Finance and Human Resources, Tourism Director, and Director of Visitor Services.

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(b) Determining Whether a Conflict of Interest Exists – After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she may be asked to leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest

(i) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she may be asked to leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(ii) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall make findings and determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) Violations of the Conflicts of Interest Policy

(i) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest or to file a Form 700 as required, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose or file.

(ii) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest or file a Form 700, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was

present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation

(a) A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.

(c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement that affirms such person:

- | (a) Has received a copy of the conflicts of interest policy;
- | (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- | (d) Understands the Organization is a nonprofit and in order to maintain its federal tax ~~exemption~~ exempt status it must primarily engage in activities that accomplish one or more of its tax exempt purposes.

Section 7. Periodic Reviews

To ensure the Organization operates in a manner consistent with nonprofit purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investments or payments for goods and services, further nonprofit purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Experts

When conducting the periodic reviews as provided for in Article 7, Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



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NORTH LAKE TAHOE RESORT ASSOCIATION

CONFLICT OF INTEREST POLICY ANNUAL STATEMENT

Pursuant to North Lake Tahoe Resort Association's ("NLTRA") Conflict of Interest Policy, Section 6, as a director, principal officer or member of a committee with governing board delegated powers, I affirm that I have:

- (a) Received a copy of the Conflicts of Interest Policy of NLTRA;
- (b) Read and understand the policy;
- (c) Agree to comply with the policy;
- (d) Understand that NLTRA is a nonprofit and in order to maintain its federal tax ~~exemption~~ exempt status it must primarily engage in activities that accomplish one or more of its tax exempt purposes; and
- (e) Completely and honestly disclosed all actual and potential material financial interests as defined in the Conflicts of Interest Policy on the attached Disclosure form.
- (e)(f) Filed a Form 700 with the Placer County Executive Office and a copy of it with the Organizaition's Chief Executive Officer/Executive Director as required by the policy

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[Name, Title]

Date

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MATERIAL FINANCIAL INTEREST DISCLOSURE

Purpose

~~The purpose of the Conflict Of Interest Policy Material Financial Interests Disclosure is to protect NLTRA's best interests and tax exempt status. Directors must disclose all material financial interests, as defined below, so that NLTRA knows when it is contemplating a transaction or arrangement that might benefit the private interest of an officer or director of the NLTRA or might result in a possible excess benefit transaction, as defined in I.R.C. Section 4958.¹~~

~~— The Disclosure is for NLTRA's internal use only and is not a public document available for public disclosure. Without prior, written consent from the disclosing party, it may only be disclosed as required by law.~~

Material Financial Interests

~~As defined in NLTRA's Conflict of Interest Policy, a Director has a "material financial interest" if the person has, directly or indirectly, through business, investment, or a spouse²:~~

- ~~a. An ownership or investment interest in any entity that the NLTRA has a transaction or arrangement with;~~
- ~~b. A compensation arrangement with the NLTRA, or with any entity — or individual that the NLTRA has a transaction or arrangement with; or~~
- ~~c. A potential ownership or investment interest in, or compensation arrangement~~

¹~~The term "NLTRA" includes its subsidiary.~~

²~~The term "Spouse" includes a registered domestic partner.~~

~~with, any entity or individual that the NLTRA is negotiating a transaction or arrangement with.~~

Duty to Disclose Actual and Potential Material Financial Interests

Under the Conflict of Interest Policy and state law, Directors have a duty to disclose any actual or possible conflict of interest and the existence of any material financial interest. Remember, only "material financial interests," as defined above, must be reported under each of the following five (5) categories. *Please attach additional sheets as necessary.*

~~1. An Ownership or investment interest (greater than ten (10) percent) in any entity that the NLTRA has a transaction or arrangement with.~~

A. Disclosures:

- ~~No, this section does not apply to me.~~
- ~~Yes, this section applies to me. Please see information below.~~

~~a. Disclose the name of the business entity;~~

~~_____

_____~~

~~b. Provide a general description of the business activity of the entity (for example, pharmaceuticals, computers, automobile manufacturing, or communications);~~

~~_____

_____~~

~~c. State the highest percentage of your interest in the entity during the reporting period;~~

~~_____

_____~~

~~d. Identify the nature of your investment (for example, stocks, warrants, options, or bonds);~~

~~_____
_____~~

~~e. If you initially acquired or disposed of your entire investment interest during the reporting period, enter the date acquired or disposed.~~

~~_____

_____~~

~~2. Potential ownership or investment interest(s) (greater than 10%) in, or with, any entity or individual that the NLTRA is negotiating a transaction or arrangement with.~~

~~A. Disclosures~~

- ~~No, this section does not apply to me.~~
- ~~Yes, this section applies to me. Please see information below.~~

~~a. Disclose the name of the business entity;~~

~~_____
_____~~

~~b. Provide a general description of the business activity of the entity (for example, pharmaceuticals, computers, automobile manufacturing, or communications);~~

~~_____
_____~~

~~c. State the highest percentage of your potential interest in the entity during the reporting period;~~

~~_____
_____~~

~~d. Identify the nature of your potential investment (for example, stocks, warrants, options, or bonds);~~

~~_____
_____~~

~~e. If known, enter the expected date of acquisition of the potential interest.~~

~~_____
_____~~

~~3. Compensation arrangement(s) with the NLTRA. A compensation arrangement with the NLTRA.~~

~~A. Disclosures:~~

- ~~No, this section does not apply to me.~~

~~Yes, this section applies to me. Please see information below.~~

~~a. Report the compensation arrangement(s) with the NLTRA that you had during the reporting period;~~

~~_____

_____~~

~~b. Report your job title with each reportable business entity, even if you received no income during the reporting period;~~

~~_____

_____~~

~~c. Report the compensation arrangement(s) with the NLTRA that your spouse had during the reporting period.~~

~~_____

_____~~

4. Compensation arrangement(s) with any entity or individual that the NLTRA has a transaction or arrangement with.

A. Disclosures:

~~No, this section does not apply to me.~~

~~Yes, this section applies to me. Please see information below.~~

~~a. Report the compensation arrangement(s) with the entity or individual that you had during the reporting period;~~

~~_____

_____~~

~~b. Provide a general description of the business activity of the business entity or individual (for example, advertising agency);~~

~~_____

_____~~

~~c. Report your job title with each reportable business entity or individual, even if you received no income during the reporting period;~~

~~_____

_____~~

~~d. Report the compensation arrangement(s) with the entity or individual that your spouse had during the reporting period.~~

~~_____

_____~~

~~5. Potential compensation arrangement(s) with any entity or individual that the NLTRA is negotiating a transaction or arrangement with.~~

~~A. Disclosures:~~

- ~~No, this section does not apply to me.~~
- ~~Yes, this section applies to me. Please see information below.~~

~~a. Report the potential compensation arrangement(s) with the entity or individual that existed during the reporting period;~~

~~_____

_____~~

~~b. Provide a general description of the business activity of the source or business entity (for example, advertising agency);~~

~~_____

_____~~

~~c. Report your potential job title with each reportable business entity or individual, even if you will receive no income under the potential compensation arrangement during the reporting period;~~

~~_____

_____~~

~~d. Report the potential compensation arrangement(s) with the entity or individual that your spouse had during the reporting period.~~

~~_____

_____~~

Appendix
Instructions for Completing Material Financial Interest Disclosures

1. Instructions for Disclosure Item #1:

Reportable "Investments" include investments that qualify as material, as defined in the Material Financial Interest Disclosure Form, and include:

- ~~Stocks, bonds, warrants, and options, held in margin or brokerage accounts;~~
- ~~Sole proprietorships;~~
- ~~Your own business;~~
- ~~Your spouse's business;~~
- ~~Your or your spouse's investments that are legally separate property;~~
- ~~Partnerships (for example, a law firm or family farm);~~
- ~~Investments in reportable business entities held in a retirement account~~
;
- ~~If you, your spouse, or dependent children had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose material financial interests held by the business entity or trust;~~
- ~~Business trusts~~

You are not required to disclose reportable investments in:

- ~~Diversified mutual funds registered with the Securities and Exchange Commission (SEC);~~
- ~~Bank accounts, savings accounts, and money market accounts;~~
- ~~Insurance policies;~~
- ~~Annuities;~~
- ~~Shares in a credit union;~~
- ~~Government bonds (including municipal bonds);~~
- ~~Retirement accounts invested in non-reportable interests (for example,~~

insurance policies, diversified mutual funds, or government bonds);

• Defined benefit pension plans and profit-sharing plans qualified under Internal Revenue Code section 401(a);

• Interests held in a "blind trust" (a trust managed by a disinterested trustee who has complete discretion to purchase and sell assets held by the trust).

Additionally, you have a reportable "trust interest" if the interest qualifies as a "material financial interest," as defined in the Material Financial Interest Disclosure Form, and as a Trustor you:

• Can revoke or terminate the trust;

• Have retained or reserved any rights to the income or principal of the trust or retained any reversionary or remainder interest; or

• Have retained any power of appointment, including the power to change the trustee, or the beneficiaries.

Or the interest qualifies as a "material financial interest," as defined in the Material Financial Interest Disclosure Form, and you are a trust Beneficiary and:

• Presently receive income; or

• Have an irrevocable future right to receive income or principal

2. Instructions for Disclosure Item #2

Disclose any potential, reportable ownership or investment interests. See Appendix section 1, above for definitions of "reportable investments."

3. Instructions for Disclosure Item #3:

Reportable "compensation" includes direct and indirect remuneration as well as gifts or favors that may be considered substantial enough to influence a Board member's decision. Commonly reportable "compensation arrangements" and "potential compensation arrangements" include:

• Salary/wages, per diem, reimbursement for expenses;

• Community property interest (50%) in your spouse's income—report the employer's name and all other required information;

• Income received from investment interests, such as partnerships.

You are not required to report:

- ~~• Income from any sale, including the sale of a house or car (report the total sale price);~~
- ~~• Rental income;~~
- ~~• Prizes or awards not disclosed as gifts;~~
- ~~• Payments received on loans you made to others;~~
- ~~• An honorarium received prior to becoming a Director;~~
- ~~• Incentive compensation;~~
- ~~• Salary, reimbursement for expenses or per diem, social security, disability, or other similar benefit payments received by you or your spouse from a federal, state, or local government agency;~~
- ~~• Payments received under an insurance policy;~~
- ~~• Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union, an insurance policy, or a bond or other debt instrument issued by a government agency.~~

~~4. Instructions for Disclosure Item #4:~~

~~See Appendix section 3, above for applicable definitions of "reportable compensation."~~

~~5. Instructions for Disclosure Item #5:~~

~~See Appendix section 3, above for applicable definitions of "reportable compensation."~~

NLTRA Marketing Reserve Policy
Revised – May 2015

SITUATION

1. 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. As an example, based on a FY 2013-16 budget average of \$2,582,833, the 10% reserve is \$258,283 (adjusted annually).
2. 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.

RECOMMENDATION

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 a 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.

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Attachment F (Cont.)

9. Recommended definitions for funds:

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