



NLTRA Board of Directors Agenda and Meeting Notice

Wednesday, October 7, 2015 at 8:30 am
Tahoe City Public Utility District

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 –September 2, 2015 (pg. 1)

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

2. Capital Investment/Transportation Committee- September 28, 2015 (pg. 5)

3. Marketing Committee – September 29, 2015 (pg. 6)

4. Business Association and Chamber Collaborative – September 10, 2015 (pg. 7)

5. Lodging Committee – No meeting in September

6. Conference Sales Directors Committee – September 3, 2015 (pg. 8)

7. Finance Committee – September 30, 2015 (pg. 9)

8. Financial Reports – July (August financials will be delayed until November due to lack of quorum) (pg. 10)

a. Dashboard and project reports (pg. 11)

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 (pg. 13)

10. Executive Committee Report – September 22, 2015 (pg. 17)

11. Capital Investment/Transportation Activity Report – September (pg. 19)

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

12.1 Master Plan Consultant Agreement—Freshtracks (15/16 compliance) (pg. 23)

12.2 Master Plan Consultant Agreement—Design Workshop(15/16 compliance) (pg. 23)

12.3 DestiMetrics Contract (15/16 compliance item) (pg. 55)

12.4 Fallon Multimedia RFP / Agreement (15/16 compliance item) (pg. 75)

12.5 School of Thought Contract Addendum (15/16 compliance item) (pg. 101)

12.6 Sierra Ski Marketing Council, S.O.W. and Budget (15/16 Compliance item #6) (pg. 143)

12.7 Visiting Lake Tahoe MOU (15/16 compliance item #7) (pg. 152)

- 12.8 Abbi Agency Contract Addendum (15/16 compliance item #8) (pg. 155)
- 12.9 Autumn Food and Wine Contract (15/16 compliance item #10) (pg. 178)
- 12.10 RASC Scope of Work and Budget (15/16 compliance item #12) (pg. 195)

13. Maintenance Funding Requests Approval (Projects under \$25,000)

- 13.1 NTBA/TCDA Barge Repair \$10,075 (approved by CI/T 9.28.15 vote 8-1-0, Staudenmayer-limited funds should be used for higher priorities) (pg. 198)
- 13.2 TCDA/SVBA Holiday Lighting \$20,000 (approved by CI/T 9.28.15 vote 8-1-0, Staudenmayer-limited funds should be used for higher priorities) (pg. 206)

E. Strategic Discussion (1 hour)

- 1. Review and Discussion of Tourism Master Plan** - Sandy Evans Hall

F. Action Items (45 minutes)

- 1. MOTION:** Review and possible approval of Tourism Master Plan – Sandy Evans Hall (pg. 217)
- 2. MOTION:** Review and possible approval 2015/16 Action Plan for the 2015-2020 Strategic Goals – Sandy Evans Hall (pg. 218)
- 3. MOTION:** Review and possible approval of the 2015/16 Work Plan and Budget – Sandy Evans Hall (pg. 219)
- 4. MOTION:** Review and possible approval of the Corporate Travel Policy to be added to the Supplemental Operating Procedures and Policies – Sandy Evans Hall (pg. 220)
- 5. MOTION:** Review and possible approval of the Addendum to the 2015-16 Scope of Work for the Agreement with Placer County for the fund balance of \$416,298 – Sandy Evans Hall (pg. 221)
- 6. MOTION:** Approve Maintenance Funding Request for Squaw Valley Winter Trail Snow Removal up to \$70,000 (approved by CI/T 9.28.15 Vote 9-1-0, Auerbach (no)-concerned that TOT has not been used for everyday trail maintenance operations, including snow removal, and this may be setting unaffordable precedent – Ron Treabess (pg. 230)
- 7. MOTION:** Review and possible approval of a change to the NLTRA Bylaws stating the qualifications of candidates for the At-Large Board seat – Sandy Evans Hall (pg. 246)
- 8. MOTION:** Appointment of Election Committee – Sandy Evans Hall (pg. 248)

G. Staff Reports (20 minutes)

- 1. Marketing** – JT Thompson
 - a. Destimetrics
 - b. Event updates: IronMan, USA Cycling, Spartan Races
- 2. Membership** - Ginger Karl (5 minutes)
 - a. Performance Metrics
 - b. New Members
 - c. Upcoming Events
- 3. Capital Improvements/Transportation** – Ron Treabess
 - a. 2015-16 Call for Projects
- 4. Administration** – Sandy Evans Hall
 - a. Contract Compliance Update
 - b. Staffing Changes

H. Directors Comments (5 minutes)

I. Meeting Review and Staff Direction (5 minutes)

J. Closed Session (if necessary) Reconvene to Open Session

K. Adjournment

This meeting is wheelchair accessible

Posted and Emailed (10/2/15)



north lake tahoe

Chamber | CVB | Resort Association

THE NORTH LAKE TAHOE RESORT ASSOCIATION BOARD OF DIRECTORS

Wednesday, September 2, 2015 – 8:30 am

Tahoe City Public Utilities Board District – Board Room

MINUTES

BOARD MEMBERS IN ATTENDANCE: Adam Wilson, Phil GilanFarr, Jennifer Merchant, Wally Auerbach, Brett Williams, Sue Busby, Tom Lotshaw, Joseph Mattioli

BOARD MEMBERS NOT PRESENT: Brendan Madigan, David Tirman, Kali Kopley

RESORT ASSOCIATION STAFF: Ron Treabess, Sandy Evans Hall, Marc Sabella, Ginger Karl, JT Thompson, Valerie Lomeli, Sarah Winters, Martha Molinari

OTHERS IN ATTENDANCE: Cadence Matijevich, Stacie Lyans, Kathy Long

A. CALL TO ORDER – ESTABLISH QUORUM

- The meeting was called to order at 8:33 am by Adam Wilson and a quorum was established

B. Public Forum: None

C. Agenda Amendments and Approval

M/S/C (Phil GilanFarr/Brett Williams) (6/0/0) Motion to approve agenda and amendments with the exception of removal of item E.1.

D. Consent Calendar

M/S/C (Phil GilanFarr/Brett Williams) (5/0/1) Motion to approve consent calendar with the exception of abstention for item 12.D. (Wally Auerbach abstained for possible work conflict)

1. Board Meeting Minutes –August 5, 2015

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

2. Capital Investment/Transportation Committee- August 31, 2015

3. Marketing Committee – August 25, 2015

4. Business Association and Chamber Collaborative – August 13, 2015

5. Lodging Committee – No meeting in August

6. Conference Sales Directors Committee – No meeting in August

7. Finance Committee – August 27, 2015

8. Financial Reports – July (see additional item under action items to approve CEO expenses)

a. 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 – August 25, 2015

11. Capital Investment/Transportation Activity Report – August

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

- a. Tahoe City Mobility Improvements (2015-16 compliance)
- b. Tahoe City Parking Facilities Plan (2015-16 compliance)
- c. Kings Beach Gateway & Boardwalk Plan (2014-15 compliance)
- d. Martis Valley Bike Trail Project (2015-16 compliance)
- e. North Tahoe Regional Park Trail & Signage (2015-16 compliance)
- f. Squaw Valley Bike Trail & Staging Area Rehab (2015-16 compliance)
- g. Speedboat Beach Access Master Plan (2015-16 compliance)
- h. Public Art in Kings Beach Roundabouts (2015-16 compliance)

E. Strategic Discussion

1. Review and Discussion of Strategic Goals developed at the Retreat

- a. Retreat Comments
 - Sandy reviewed the discussion from the Board Retreat in June.
- b. Goals for the next 5 years
 - Sandy gave a PowerPoint presentation of the Goals for the next 5 years. Few items included:
 - Increase funding, Information distribution, Community engagement, County relationships, Destination visitor strategy, Marketing strategies, Transit visions, and Tourism infrastructure.
 - Improve County relationships or restructure, Board understanding of Placer County Relationship.

Discussion/Suggestions/Comments from the Board

- Comments on moving goals around to coordinate more with the bigger goals listed first.
- Discussion from Board members on how goals are determined and how're they added as goals? Few Board members didn't feel the structure that was provided in the PowerPoint was a good enough structure.
 - Sandy assured the Board that even though the goals that are listed as five year goals, changes can be made and be brought back to the board for approval.
- Board suggested additional wording be changed and be brought back for an action plan.
- Board members suggested using different verbiage for goals that were listed in the PP.
- Board members suggested using a different percentage than 20%, it was a bit repetitive.

Action for Sandy: to bring an action plan and metrics for Board approval.

- c. Master Plan recommendations
 - Sandy went over the Master Plan, which was the Action/Metrics. There'll be a meeting on Thursday, September 3rd, which the Master Plan Force Task team will further discuss the strategic goals.

Action for Board members: to read the entire Master Plan and email any input to Sandy.

- d. Navigating Change (White Paper, SMG)
 - Sandy felt this could be a good read for the Board.
- e. Report Card for 2015-16

- No comments

F. Action Items

1. MOTION: Membership Plan

- Ginger Karl addressed the Board Members of the email that Steve Gross wrote in regards of the changing the Chamber dues. Steve Gross did not recommend changing the dues structure. Unless Placer County agrees to defend and identify and hold the association harmless.
- Sandy addressed the Board that Steve Gross came up with a case study, "Big Bear Lodging Associations v Snow Summit Inc.". Steve would like to schedule a meeting with Jerry (Placer County's Lawyer) and if Jerry has a good argument that makes sense, then Steve would reconsider his recommendation. Any changes will be brought back to the Board.
 - Jennifer pointed out that the case that was presented is not relevant. Reason being, the court dismissed all of the claims of anti-competitive behavior in the case. This had nothing to do with the Chamber dues tier structure that was discussed at the previous Board meeting.
 - Jennifer stressed again that Placer County was not the one who requested this item. It was a Board decision to have the Chamber Director reach out to legal for a clearer understanding of creating a tier dues structure.
 - The resort association is a mutual benefit corporation and not a public benefit corporation, as most Chamber of Commerce is. So, it has different requirements legally based on its corporation requirements. This was also discussed at the August BOD meeting and in the minutes.
 - Wally asked if Placer County had put their concerns clearly in writing regarding this subject, so the Board has something they can respond to.
 - Jennifer addressed Wally's comment that concerns being spoken of were addressed by the Board and not the County and isn't a Placer County issue.
 - Wally assured NLTRA Staff this isn't a Placer County issue.
 - Adam addressed NLTRA Staff that this item will come back to the Board with a recommendation and a disclosure regarding a tier dues process the attorney provides and a motion will be made at the next month's meeting. If Placer County has an objection, then the County can respond based on the BOD direction.
 - Board felt there could be change in goals instead of the Chamber mission to just sell membership.

Action to Ginger: bring back this item to the next Board meeting with a recommendation for the October BOD meeting.

Action for Ginger: to reach out to BACC with suggestions regarding a tier dues structure.

2. MOTION: CEO Expenses for Conference Travel

- Marc went the expenditures for the CEO travels in the month of July to WACVB leadership conference and foundation board meeting which was budgeted in the Marketing budget and should have been posted there.
- Wally addresses the Board that any unbudgeted CEO expenses/travel must be brought to the Executive Committee and BOD for approval.
- Board made sure that any reimbursements need to go to the Finance Committee and be brought back to the Board for approval.

Action for Marc: to bring the back to Finance Committee for approval.

G. Staff Reports

1. Marketing – JT Thompson

a. Destimetrics

- Winter increase of 8% over last year. ADR is up 2% with rooms on the books.

- b. Event updates: USA Cycling, Autumn Food and Wine, IronMan
 - i. USA Cycling not looking good for 2016, a full report will be brought to the Marketing committee in September and brought to the Board in October.
 - ii. Autumn Food and Wine, is going smoothly and on track.
 - iii. IronMan is still looking for volunteers. This event is not booked.
 - c. Staffing Changes
 - J.T. Introduces Sarah Winters to the Board members.
 - 2. Membership - **Ginger Karl**
 - a. New Members
 - Goal for new members will be 30 before the Winter Guide comes out.
 - b. Upcoming Events
 - September 15th Creative Cocktail at Painted Vine in Truckee
 - September 24th Tourism Summit at the North Tahoe Event Center
 - September 30th Ambassador Luncheon at CB's Pizza
 - October 1st IGNITE Chamber Event at Cedar Crest Cottages
 - October 23rd Chamber Membership Luncheon
 - 3. Capital Improvements/Transportation – Ron Treabess
 - a. **2015-16 Call for Projects**
 - Ron updated the Board regarding Call for Projects and application process. Application deadline.
 - Ron passed out Placer County Voters' Support for Transportation Investments.
 - 4. Administration – Sandy Evans Hall
 - a. **Contract Compliance Update**
 - Sandy made changes to the Policies that were made at the last BOD meeting. The Corporate Travel Policy will be brought back to the BOD for approval.
 - August 20th the NLTRA had submitted a few pieces of the last correction piece and additional pieces will be provided by October 8th deadline.
 - b. **Master Plan Update**
 - i. Meeting September 3rd, 12:30pm at the NLTRA upstairs conference.
 - c. **Staffing Changes**
 - i. Marc introduced new Staff Accountant Martha Molinari

H. Director's Comments

- Brett thanked Jennifer and Placer County for sending out training for TOT Audits. Next time could there be an earlier timing of sending out TOT information.

I. Meeting Review and Staff Direction

- Continue to work on membership fee structure and bring back next month.
- Revised Finance reports on the CEO Expenses to Finance Committee for approval.
- Address future CEO travel for evaluation and professional development with the Board.
- Full Master Plan will be sent out once completed.

J. Closed Session (if necessary)/Reconvene to Open Session: None

K. ADJOURNMENT

- The meeting adjourned at 10:53am.

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



north lake tahoe

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COMMITTEE: Capital Investment/Transportation

MEETING DATE: September 28, 2015

COMMITTEE MEMBERS PRESENT: Wally Auerbach, Jaime Wright, John Bergmann, Will Garner, Rob Kronkhyte, Wyatt Ogilvy, John Pang, Tony Karwowski, Mike Staudenmayer, and Dan Wilkins

COMMITTEE MEMBERS NOT PRESENT: Brian Stewart, Andrew Ryan, Phil GilanFarr, Cadence Matijevich, and Adrian Tieslau

ACTION ITEMS/SUGGESTIONS TAKEN/REQUESTED:

- **Action for Jaime:** to bring back to the Committee the numbers for Night Rider at the October CI/T meeting.
- **Action for Ron:** to look at ways of changing titles without similarities for work plan.

MOTIONS MADE/VOTE:

- **M/S/C (Will Garner/John Pang) (9-0-0)** Motion to approve agenda amendments.
- **M/S/C (John Pang/Wally Auerbach) (10-0-0)** Motion to approve Capital Investment/Transportation Committee minutes for July 27, 2015.

BOARD APPROVAL/DIRECTION REQUESTED:

- **M/S/C (Mike Staudenmayer/John Bergmann) (9/0/1)** Motion to approve maintenance funding request of \$70,000 for Squaw Valley Winter pedestrian trail snow removal.
- **M/S/C (Dan Wilkins/John Bergmann) (8/1/0)** Motion to approve maintenance funding request of \$10,075 for the 4th of July barge repair.
- **M/S/C (Jaime Wright/John Bergmann) (8/1/0)** Motion to approve maintenance funding request of \$20,000 for the Holiday Gateway Lighting this year only and will no longer be approved years following.
- **M/S/C (Will Garner/Tony Karwowski) (7/0/0)** Motion to approve Draft of FY 2015/16 Capital Investment and Transportation work plan.
- **M/S/C (Wyatt Ogilvy/John Bergmann) (6/0/0)** Motion to approve FY 2015/16 Departmental Capital Investment/Transportation Work Plan and Budget.



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COMMITTEE: Marketing
MEETING DATE: Sept 29, 2015
BOARD MEMBERS PRESENT: Brett Williams

ACTION ITEMS/SUGGESTIONS TAKEN/REQUESTED:

- Action to JT: Follow-up with committee members regarding Fund Balance Scope of Work Priorities.
- Action to JT: Add USA Cycling funding \$85,000 as a topic of discussion for next month's agenda.

MOTIONS MADE/VOTE:

- 3.1 M/S/C (Matijevich/Williams) (7/0) to approve the agenda with two amendments; motion to approve July 28, 2015 Marketing meeting minutes and move item G. Strategic Goals Review before F. 2015-16 Work Plan Review.
- 4.1 M/S/C (Priestland/Gibboney) (7/0) to approve the meeting minutes from July 8, 2015 and August 25, 2015.

BOARD APPROVAL/DIRECTION REQUESTED:

- 6.2 M/S/C (Williams/Priestland) (7/0) motion to approve the 2015 – 2016 Strategic Goals.
- 7.2 M/S/C (Williams/Gibboney) (7/0) motion to approve the 2015 – 2016 Work Plan.



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COMMITTEE: Business Association and Chamber Collaborative

MEETING DATE: September 10th, 2015

COMMITTEE MEMBERS PRESENT: Caroline Ross, Stephen Lamb, Cadence Matijevich, Danny Cox, Joy Doyle, Kay Williams, Ginger Karl, Kali Kopley (called-in)

COMMITTEE MEMBERS NOT PRESENT: Stacie Lyans, Jaclyn Woznicki, Rob Weston, Mike Young, Blane Johnson, Amber Burke, Michael Gelbman

ACTION ITEMS/SUGGESTIONS TAKEN/REQUESTED:

- **Action for Ginger:** to will reach out to John Monson to see if he may be available to participate in the Special Event Grant Task Force
- **Action to Ginger:** to reach out to more lodging members to strengthen the Special Event Grant Task Force. Brett Williams and John Monson were suggested.
- **Action to Ginger:** to only add two agenda items for the October agenda: 1) Shop Local Holiday and 2) Special Event Grants.
- **Action for Committee members:** to inform Ginger which month their organization would like to present.
- **Action for Ginger:** to reach out to JT to discuss the retainer fee for High Notes and if anything has changed. Have JT be present for this meeting.
- **Action for Ginger:** to immediately reach out to retailers with the information about the bags.
- **Action for Ginger:** to reach out to certain retailers for feedback on the "Shopping" product to create and "Advisory" Committee.
- **Action for Ginger:** Ginger will follow up with Rotor Collective in regards to the Shop Local video discussion.
- **Action for Ginger:** to reach out to PrintArt for a quote and will be brought back to the next meeting.
- **Action for Ginger:** to purchase colored dots for the Holiday Contest cards.
- **Action for Ginger:** to look up notes from previous meeting about feedback comments.
- **Action for Ginger:** to reach out to Incline Village and Truckee of their participation in this year's Holiday Contest.

MOTIONS MADE/VOTE:

M/S/C (Joy Doyle/Cadence Matijevich) (7/0/0) Motion to approve the agenda as presented.

M/S/C (Danny Cox/Cadence Matijevich) (7/0/0) Motion to approve Business Association and Chamber Collaborative Committee meeting minutes for August 13th, 2015 with the above typo corrected.



COMMITTEE: Group Sales Subcommittee
MEETING DATE: September 3, 2015
BOARD MEMBERS PRESENT: Adam Wilson

ACTION ITEMS/SUGGESTIONS TAKEN/REQUESTED:

Action: Jason will follow up for post FAM opportunities.

Action to Jason/Sarah: Start looking at a North Lake Tahoe FAM opportunity for next FY 15/16 and one customer event in the Bay Area – Silicon Valley (Goals, objective and Budget)

MOTIONS MADE/VOTE:

M/S/C (Chapman/Olk) (6/0) to approve the Conference Sales meeting minutes from June 23, 2015.

M/S/C (Wilson/Chapman) (6/0) to elect Kristy Olk as Co-Chair for 2015/16.



north lake tahoe

Chamber | CVB | Resort Association

COMMITTEE: Finance Committee

MEETING DATE: September 30th, 2015

COMMITTEE MEMBERS PRESENT: Ramona Cruz, Wally Auerbach

ACTION ITEMS/SUGGESTIONS TAKEN/REQUESTED:

- None

MOTIONS MADE/VOTE:

- No motions were made, no quorum.
- Wally Auerbach approved CEO Expenses from July 2015 of the unbudgeted trip to Alaska.

KEY METRICS FOR AUGUST 31, 2015 FINANCIAL STATEMENTS

Total TOT Collections by Quarter 2009 - 2015 (through June 30, 2015)					
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
2009-10	\$ 2,815,626	\$ 1,633,431	\$ 3,605,526	\$ 1,190,129	\$ 9,244,712
2010-11	\$ 3,242,663	\$ 2,107,554	\$ 3,776,990	\$ 1,361,343	\$ 10,488,550
2011-12	\$ 3,683,345	\$ 1,794,633	\$ 3,159,674	\$ 1,554,224	\$ 10,191,876
2012-13	\$ 3,882,952	\$ 2,103,118	\$ 4,263,868	\$ 1,444,425	\$ 11,694,363
2013-14	\$ 4,525,634	\$ 2,145,657	\$ 3,566,603	\$ 1,745,102	\$ 11,982,996
2014-15	\$ 4,690,454	\$ 2,527,484	\$ 3,462,341	\$ 1,838,955	\$ 12,519,234

Visitor Information Statistics For Fiscal Years 2011 - 2015					
Referrals -	2011/2012	2012/2013	2013/2014	2014/2015	YOY % Change
Tahoe City:	Annual Totals	Annual Totals	Annual Totals	Annual Totals	
Walk In	12,188	36,819	48,338	44,850	-7.22%
Phone	2,912	2,997	2,903	2,560	-11.82%
Kings Beach (Walk In Only)	2,995	3,014	5,278	3,472	-34.22%
Reno (Walk In) (Closed)	1,660	1,793	3,834	Closed	N/A

Sales Tax Revenue by Fiscal Year Quarter - North Lake Tahoe					
Quarter	2011/12	2012/13	2013/14	2014/15	YOY % Change
First	\$ 757,531	\$ 777,413	\$ 860,783	\$ 873,874	1.5%
Second	\$ 441,061	\$ 529,470	\$ 481,165	\$ 535,449	11.3%
Third	\$ 505,344	\$ 724,645	\$ 589,226	\$ 571,671	-3.0%
Fourth	\$ 446,802	\$ 488,100	\$ 521,688	-	
Total	\$ 2,150,738	\$ 2,519,628	\$ 2,452,862	\$ 1,980,994	-19.2%

Unemployment Rates	December 2013	June 2014	July 2015
California (pop. 38,332,521)	7.9%	7.1%	6.7%
Placer County (367,309)	6.5%	6.0%	5.2%
Dollar Point (1,215)	7.6%	7.1%	6.1%
Kings Beach (3,893)	6.5%	6.0%	6.8%
Sunnyside/Tahoe City (1,557)	7.6%	7.0%	5.7%
Tahoe Vista (1,433)	11.0%	10.1%	8.9%

Destimetrics Reservations Activity	FY 14/15	FY 15/16	Change
Occupancy during August	70.2%	68.4%	-2.6%
ADR August (Average Daily Rate)	\$ 273	\$ 262	-4.0%
RevPAR Aug (Rev per Available Room)	\$ 192	\$ 179	-6.8%
Occupancy Forecast September	42.4%	51.2%	20.8%
ADR September (Average Daily Rate)	\$ 205	\$ 209	2.0%
RevPAR Sept. (Rev per Available Room)	\$ 87	\$ 107	23.0%
Occupancy (prior 6 months)	51.7%	51.7%	0.0%
ADR (prior 6 months)	\$ 236	\$ 229	-3.0%
RevPAR (prior 6 months)	\$ 122	\$ 118	-3.3%
Occupancy (next 6 months)	17.3%	20.9%	20.8%
ADR (next 6 months)	\$ 223	\$ 208	-6.7%
RevPAR (next 6 months)	\$ 39	\$ 43	10.3%

Infrastructure Fund Balances Held	Total Chamber Membership
by Placer County as of 6/30/15	June 2012 510
FY 2013-14 Contract \$ 560,681	June 2013 465
FY 2014-15 Contract \$ 1,642,074	June 2014 457
Total Fund Balances \$ 2,202,755	August 2015 474

Conference Revenue Statistics Comparison Fiscal 2014/15 vs. Fiscal 2015/16			
	2014-15	2015-16	YOY % Change
FORWARD LOOKING (2015/16)	Actuals	Forecasted	
Total Revenue Booked through August	\$ 2,920,398	\$ 2,448,896	-16.15%
Forecasted Commission for this Revenue	155,074	143,187	-7.67%
Number of Room Nights	16,377	14,324	-12.54%
Number of Tentative Bookings	99	83	-16.16%
CURRENT			
NLT - Annual Revenue Goal	\$ 2,500,000	\$ 2,800,000	12.00%
Annual Commission Goal	\$ 170,000	\$ 175,000	2.94%
Conference Revenue And Percentage by County:			
Placer (66% of revs in '15, 75% in '16)	\$ 1,935,953	\$ 1,832,680	-5.33%
Washoe ('15; 5%; '16; 20%)	\$ 139,002	\$ 496,281	257.03%
South Lake ('15; 25%; '16; 3%)	\$ 737,080	\$ 80,695	-89.05%
Nevada ('15; 4%; '16; 2%)	\$ 108,363	\$ 39,240	-63.79%
Total Conference Revenue	\$ 2,920,398	\$ 2,448,896	-16.15%

North Lake Tahoe Resort Association
BUDGET TO ACTUAL
Statement of Activities and Changes in Net Assets
For the Month Ended July 31, 2015
Consolidated Departments

Current Month Actual	Current Month Budget		Year to Date Actual	Year to Date Budget	Variance Actual vs. Budget	2014 2015 Year To Date Actual	Total 2015 2016 Budget	Percent of YTD Budget Consumed
Revenue								
\$ 302,552	\$ 302,552	Placer County TOT Funding	\$ 302,552	\$ 302,552	\$ -	\$ 302,552	\$3,256,160	9%
53,526	40,640	Membership	53,526	40,640	12,886	10,000	142,690	38%
225	438	New Member Fees	225	438	(213)	75	5,250	4%
1,923	900	Membership Activities	1,923	900	1,023	1,900	70,050	3%
585	800	Tuesday Morning Breakfast Club	585	800	(215)	1,135	9,600	6%
-	-	Sponsorships	-	-	-	-	8,100	0%
1,164	-	Special Events	1,164	-	1,164	-	86,500	1%
1,250	637	Non-Retail VIC Sales	1,250	637	613	2,775	10,644	12%
3,071	8,470	Commissions	3,071	8,470	(5,399)	-	127,455	2%
12,730	18,051	Merchandise Sales	12,730	18,051	(5,321)	17,191	114,886	11%
377,026	372,488	Total Revenue	377,026	372,488	4,538	335,628	3,831,335	10%
6,570	7,933	Cost of Goods Sold/Discounts	6,570	7,933	1,363	8,605	61,212	11%
6,570	7,933	Total Cost of Goods Sold	6,570	7,933	1,363	8,605	61,212	11%
370,456	364,555	Gross Margin	370,456	364,555	5,901	327,023	3,770,123	10%
Operating Expenses								
94,106	105,624	Salaries & Wages	94,106	105,624	11,518	91,539	1,442,054	7%
13,422	14,172	Rent	13,422	14,172	750	15,807	178,609	8%
929	3,026	Telephone	929	3,026	2,097	2,400	36,091	3%
535	374	Mail - USPS	535	374	(161)	231	4,288	12%
518	1,314	Insurance/Bonding	518	1,314	796	1,209	15,768	3%
1,753	1,988	Supplies	1,753	1,988	235	694	19,158	9%
-	-	Visitor Communications - Other	-	-	0	65	460	0%
1,700	1,077	Equipment Support & Maintenance	1,700	1,077	(623)	860	12,921	13%
1,649	555	Taxes, Licenses & Fees	1,649	555	(1,094)	129	6,681	25%
2,400	1,745	Equipment Rental/Leasing	2,400	1,745	(655)	155	20,736	12%

180	900	Training Seminars	180	900	720	-	12,786	1%
-	-	Public Outreach	-	-	0	-	2,130	0%
-	-	Professional Fees	-	-	0	-	21,000	0%
-	20,000	Community Marketing Programs	-	20,000	20,000	-	80,000	0%
3,829	-	Special Events/Sponsorships	3,829	-	(3,829)	858	555,000	1%
2,771	1,623	Membership Activities	2,771	1,623	(1,148)	650	36,034	8%
770	737	Tuesday Morning Breakfast Club	770	737	(33)	773	8,844	9%
48,500	48,500	Marketing Cooperative/Media	48,500	48,500	0	125,000	970,000	5%
-	1,000	Media/Collateral/Production	-	1,000	1,000	-	7,635	0%
150	150	Non-NLT Co-Op Marketing Programs	150	150	0	-	50,800	0%
16,000	16,000	BACC Marketing Programs	16,000	16,000	0	-	70,000	23%
-	-	Conference - PUD	-	-	0	-	8,000	0%
347	50	Employee Relations	347	50	(297)	-	4,925	7%
69	300	Board Functions	69	300	231	234	4,600	2%
502	510	Credit Card Fees	502	510	8	588	7,120	7%
355	784	Automobile Expenses	355	784	429	209	11,406	3%
192	843	Meals/Meetings	192	843	651	164	10,965	2%
325	1,706	Dues & Subscriptions	325	1,706	1,381	1,030	19,085	2%
2,519	375	Travel	2,519	375	(2,144)	-	10,241	25%
-	-	Classified Advertising	-	-	0	25	750	0%
-	-	Research & Planning Dues	-	-	0	-	5,000	0%
975	19,733	Research & Planning	975	19,733	18,758	15,154	93,500	1%
9,482	-	Transportation Projects	9,482	-	(9,482)	56,100	-	100%
363	653	Depreciation	363	653	290	531	7,836	5%
204,341	243,739	Total Operating Expenses	204,341	243,739	39,398	314,405	3,734,423	5%
166,115	120,816	Operating Income (Loss)	166,115	120,816	43,936	12,618	35,700	
Investment Income/Interest								
-	-	Net Other Income/Expenses	-	-	-	1,750	-	
166,115	120,816	Net Income (Loss)	166,115	120,816	43,936	10,868	35,700	

Monthly Report August 2015

CONFERENCE REVENUE STATISTICS

North Shore Properties

Year to Date Bookings/Monthly Production Detail FY 15/16

Prepared By: Anna Atwood, Marketing Executive Assistant

	<u>FY 15/16</u>	<u>FY 14/15</u>	<u>Variance</u>
Total Revenue Booked as of 8/31/15:	\$2,368,201	\$1,716,882	38%
Forecasted Commission for this Revenue:	\$138,065	\$97,819	41%
Number of Room Nights:	13656	9090	50%
Number of Delegates:	17117	5598	206%
Annual Revenue Goal:	\$2,800,000	\$2,500,000	12%
Annual Commission Goal:	\$165,000	\$140,000	18%
Number of Tentative Bookings:	83	100	-17%

<u>Monthly Detail/Activity</u>	<u>August-15</u>	<u>August-14</u>	
<u>Number of Groups Booked:</u>	3	7	
Revenue Booked:	\$40,570	\$328,584	-88%
Projected Commission:	\$3,884	\$14,879	-74%
Room Nights:	264	1452	-82%
Number of Delegates:	224	723	-69%
		4 Smf, 2 Corp.,	
Booked Group Types:	2 Corp, 1 Smf	1 Assn., 1 Govt	
Lost Business, # of Groups:	7	4	

<u>Arrived in the month</u>	<u>August-15</u>	* Est.	<u>August-14</u>	
Number of Groups:	7		8	
Revenue Arrived:	\$257,500		\$44,210	482%
Projected Commission:	\$18,796		\$1,739	981%
Room Nights:	1843		252	631%
Number of Delegates:	632		278	127%
			2 Corp, 1	
	3 Corp., 2		Assoc., 4 Smf,	
Arrived Group Types:	Assn., 2 Govt.		1 Govt.	

<u>Monthly Detail/Activity</u>	<u>July-15</u>	<u>July-14</u>	
<u>Number of Groups Booked:</u>	4	4	
Revenue Booked:	\$119,459	\$156,104	-23%
Projected Commission:	\$3,023	\$1,075	181%
Room Nights:	850	636	34%
Number of Delegates:	10390	390	2564%
	1 Ca Assoc, 1		
	Corp, 1 Smf, 1		
Booked Group Types:	Assoc.	2 Assoc, 2 Corp	
Lost Business, # of Groups:	4	1	

<u>Arrived in the month</u>	<u>July-15</u>	<u>* Est.</u>	<u>July-14</u>	
Number of Groups:	7		12	
Revenue Arrived:	\$322,369		\$546,907	-41%
Projected Commission:	\$11,284		\$23,673	-52%
Room Nights:	1754		2103	-17%
Number of Delegates:	1725		898	92%
	3 Corp., 1 Ca		6 Smf, 2 Corp,	
	Assoc., 1 Smf, 1		2 Assoc. 2	
Arrived Group Types:	Seminar		Seminars	
For 2016/17:	\$1,324,399		\$2,000,000	
For 2017/18:	\$246,983		\$750,000	

NUMBER OF LEADS Generated as o 8/31/15: 20

Total Number of Leads Generated in Previous Years:

2014/2015	175
2013/2014	172
2012/2013:	171
2011/2012:	119
2010/2011:	92
2009/2010:	107
2008/2009:	151
2007/2008:	209
2006/2007:	205

Monthly Report August 2015

CONFERENCE REVENUE STATISTICS

South Lake Tahoe

Year to Date Bookings/Monthly Production Detail FY 15/16

Prepared By: Anna Atwood, Marketing Executive Assistant

	<u>15/16</u>	<u>14/15</u>	<u>Variance</u>
Total Revenue Booked as of 8/31/15:	\$80,695	\$784,074	-90%
Forecasted Commission for this Revenue:	\$5,122	\$29,079	-82%
Number of Room Nights:	668	6493	-90%
Number of Delegates:	410	3030	-86%
Annual Commission Projection:	\$10,000	\$30,000	-67%

<u>Monthly Detail/Activity</u>	<u>August-15</u>	<u>August-14</u>	
<u>Number of Groups Booked:</u>	<u>1</u>	<u>2</u>	
Revenue Booked:	\$139,320	\$9,603	1351%
Projected Commission:	\$6,966	\$481	
Room Nights:	1220	80	1425%
Number of Delegates:	300	30	900%
Booked Group Types:	1 Assn.	2 Smf	

<u>Arrived in the month</u>	<u>August-15</u>	<u>August-14</u>	
Number of Groups:	0	1	
Revenue Arrived:	\$0	\$32,748	-100%
Projected Commission:	\$0	\$4,912	-100%
Room Nights:	0	93	-100%
Number of Delegates:	0	30	-100%
Arrived Group Types:	0	1 Smf.	

<u>Monthly Detail/Activity</u>	<u>July-15</u>	<u>July-14</u>	
<u>Number of Groups Booked:</u>	<u>2</u>	<u>1</u>	
Revenue Booked:	\$7,662	\$10,800	-29%
Projected Commission:	\$1,149	\$0	
Room Nights:	66	55	20%
Number of Delegates:	68	40	70%
Booked Group Types:	2 Smf	1 Smf.	

<u>Arrived in the month</u>	<u>July-15</u>	<u>July-14</u>	
Number of Groups:	3	1	
Revenue Arrived:	\$29,861	\$32,748	-9%
Projected Commission:	\$1,456	\$4,912	-70%
Room Nights:	211	93	127%
Number of Delegates:	156	30	420%
Arrived Group Types:	1 Assoc., 2 Smf	1 Smf.	

NUMBER OF LEADS Generated as of 8/31/15: 20

Total Number of Leads Generated in Previous Years:

2014/2015	175
2013/2014	172
2012/2013	171
2011/2012	119
2010/2011	92
2009/2010	107
2008/2009	151
2007/2008	209
2006/2007	205



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NLTRA Executive Committee

Tuesday, September 22, 2015

7:30 a.m.

NLTRA Offices

Agenda

A. Open Session

1. Items for Board Agenda – October 7
 - a. Work Plan – Hired Technical Writer to assist
 - b. Strategic Goals
 - c. Master Plan
 - d. Scope of Work amendment

Sandy reported on the status of the above documents which are all in stages of completion and will be ready for the upcoming Board of Directors meeting for approval. The larger documents will be sent out in advance to give the board ample time to review.

2. Strategic Discussion ideas
 - a. Strategy for increasing Destination Visitor segment of market
 - b. Andy Heath – E. Placer revenues and expenses
 - c. Funding alternatives – Trails Development and Maintenance, Destination Visitor Marketing, Transit Vision
 - d. **Master Plan**

The board meeting will be the opportunity for community input on the Master Plan so we will dedicate the entire hour to that topic. The Orthopedic Advisory Council presentation will be moved to November to provide the time necessary.

3. Contract Compliance Audit - Corrective Action due October 8; Compliance Calendar, meet Oct.5 for monthly report and Net Assets
Sandy updated the group on the corrective actions that were still required by Placer County. Many of those items will be on the Board of Directors agenda in October for review and input. Sandy has created a Compliance Calendar that has been distributed to all staff members and is reviewed each week at staff meetings. On Monday, October 5, staff will meet with the County on the monthly transaction detail report and will also meet with Cadence and Andy Heath in the afternoon regarding the Unrestricted Net Assets that are currently on the NLTRA balance sheet to determine how much is necessary to operate the organization.

4. Financial Audit – underway with McClintock Accountancy
The auditors have recently completed their onsite work and interviews and are in the process of compiling the annual audit.
5. Revise Supplemental Operating Procedures and Policies – Corporate Travel Policy – use of credit card
There is a revision to the Corporate Travel Policy to reflect that the corporate card is to be used for travel and all related expenses rather than using personal credit cards and being reimbursed. This will only be allowed with a supervisor's approval in the future.
6. Contracts for approval – see #3 above: Destimetrics, School of Thought, Smith and Jones, Abbi Agency, Northstar California, RASC, Fallon Multimedia
7. Master Plan Update –
Jennifer Merchant is completing her review – then will send out to MAC members and all outreach participants, add items to website, place on board agenda for public input, on to BOS on Oct. 20, Maja is currently working on design and layout
8. Chamber Dues Plan – No word from Steve Gross
9. NTBA and TCDA – request for funding for fireworks
Sandy explained that the two business associations had met and requested funding for the annual 4th of July Fireworks. Both organizations currently raise funds throughout the year for this activity. In addition to the fireworks, they have taken on the cost of repairing and storing the barge. TOT has been applied for to do the barge repairs. The organizations are at risk during a rain event or inclement weather of not being able to raise enough funds on the streets and at the event to be able to pay for all their costs and are looking to NLTRA to assist. A couple of scenarios were discussed: 1. Provide a funding gap guarantee if not enough funds are raised 2. Provide an annual funding of \$10K to sponsor the fireworks and garner positive public relations for the organization. The Executive Committee members present preferred scenario 2. A meeting of the parties will take place in October to iron out the details.
10. Staffing – Staff Accountant position and proposal from Finance Director
Martha resigned her position after only three weeks and left with only one day notice. Marc is asking for the ability to use the firm Robert Half to hire a replacement. With the current proposed salary for the position, there would be an additional \$11K fee. He is going to continue to advertise locally and see if we receive any qualified resumes, but if none come in, we would like to pursue this other option.
11. Other Business



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October 1, 2015

Subject: Monthly Activity Report—September, 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
- PCTPA has received results for recent County-wide polling on potential voter acceptance. 61%-63% are likely to vote in favor of sales tax.
- Coalition has placed an informal survey on line to solicit initial views of North Lake Tahoe residents for opinion of transportation sales tax vote and what purposes would be most supported.

2. North Lake Tahoe Express

- A new Business and Operational Plan is underway by the NLTE steering committee to set goals and direction for the NLTE over the next 3-5 years. The steering committee and consultant have met for the third time, most recently on August 10th.
- A competitive procurement process for operator selection will be conducted during 15/16 based on new B & O Plan.
- It is anticipated that the B & O Plan will be complete in October and the competitive procurement request released by November 30, 2015
- An amended contract between TTD and the current contractor has been approved and is underway 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.
- An amendment to the funding contract has been approved between TTD and NLTRA to clarify that TTD is requiring the operator to obey all federal regulations.

- Federal regulation compliance documents have been received from the operator

3. Summer Night Rider

- Service has concluded and ridership was a little less than last summer.
- Federal regulation compliance documents have been received from the operator
- TNT/TMA will submit invoices with support documentation to NLTRA for payment not to exceed approved funding.

4. Summer Traffic Management

- 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.
- To help determine level of traffic control in Kings Beach, LSC Transportation Consultants was retained (\$1300) to prepare recommendations after an on-site study of the area.
- Base on the LSC report (attached) and CI/T discussion, the following traffic control was provided in Kings Beach.
- Traffic management occurred in Kings Beach at the west crosswalk of one roundabout on the first 2 Saturdays in August. In addition, Placer County DPW will try to place a yellow pedestrian crosswalk paddle sign at the Deer Street crossing of Hwy. 28.
- The Summer program concluded on August 27, 2015

5. NLTRA Tourism Development Master Plans Update

- Staff has completed a draft update to the 1996 and 2004 Master Plans.
- The NLTRA Board meeting on October 7th will be the final hearing date for public to comment on the Plan.
- The complete Draft is being prepared by a graphic artist and will be ready for the Board of Supervisors meeting on October 20th.

6. Status of All On-Going Capital Investment Projects

- Project list as of September 25th is attached. These status reports will contain scheduled project completion dates.

7. 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.
- Design of the Tahoe City wye is still being reviewed with the business community.
- Construction work is anticipated to begin in spring of 2016.

8. North Tahoe Parking Study

- NLTRA Board and the County Board of Supervisors approved the CI/T 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.
- Placer County held a public workshop to discuss the results
- Comments from the workshop will be incorporated as appropriate.

9. Kings Beach Commercial Core Improvement Project.

- KBCCIP has progressed extremely well under the management of Placer County Dept. of Public Works.
- Caltrans has now changed its approval of the completed roundabouts designs, and has told Placer County that it must redo the curbing on each island as one approaches each roundabout.
- This has been the largest single project allocation of TOT funds,

10. Wayfinding Signage

- Caltrans has still not given full 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 have been repaired, with work completed by June 30.
- Staff met with NTBA design committee and DPW to determine necessary wayfinding though the Kings Beach commercial corridor

11. Annual "Call for Projects" Capital Investment TOT Funding Process

- The CI/T Committee reviewed the TOT Funding Application and criteria used for soliciting and selecting projects to receive TOT grant funding as part of the FY 2016/17 TOT budget cycle.
- The TOT funding available for new projects is about \$1 million.
- It was recommended to advertise the "Call for Projects" starting in early October.
- Applications must be submitted to the NLTRA by October 10, 2015.
- The presentation and selection process will begin at the October 26 CI/T Committee meeting and projects should receive formal grant approval from the Board of Supervisors during the February/March, 2016 time period.

12. Review and Recommendation for the draft FY 2015/16 Capital Investment/ Transportation Work Plan and Long Range Funding Plan

- At its September 28th meeting, the CI/T Committee reviewed and recommended the 15/16 Work Plan and Long Range Funding Plan, Vote (7/0/0)
- The 15/16 Work Plan has been prepared 3-4 months later than usual because of the parallel effort of the on-going Master Plan effort.
- As preparation of the 16/17 Work Plan and Long Range Funding Plan will begin early in 2016, the Long Range Funding Plan 2015-2022 will be prepared in much greater detail at that time.
- The 15/16 Work Plan has been forwarded to the Board and will be brought to the November Board meeting for comment and approval.

13. Review and Recommendation for the draft FY 2015/16 Departmental CI/T Work Plan and Budget

- At its September 28th meeting, the CI/T Committee approved the Departmental WP and Budget for inclusion in the overall NLTRA Work Plan and Budget to be approved by the Board of Directors, Vote (6/0/0).
- The Placer County/NLTRA Scope of Work gives direction that each Department budget and work plan will be reviewed and approved by the appropriate Resort Association Committee and Board of Directors by October 8, 2015.

14. Next Capital Investment/Transportation Committee Meeting

- The next Committee meeting is scheduled for Monday, **October 26, 2015, 1:30 p.m. until 4:00 p.m., at the Tahoe City PUD.**
- The main agenda item in October will be applicant presentations for the FY 2016-17 "Call for Projects" process.
- Everyone is welcome to attend these meetings and take part in project discussions.

B. Other Meetings and Activities Attended

- Tuesday Morning Breakfast Club
- King's Beach Pier Concept Planning meeting
- NLTRA Board
- TMA Board/Resort Triangle Transportation Vision Coalition
- Squaw Valley MAC
- NLTRA Executive Committee
- Tahoe Transportation District Board
- Placer County Water Agency Board
- Wayfinding Signage Strategy Session with Placer DPW
- LAFCo Board Meeting
- Capital Investment/Transportation Committee
- FHA Road Safety Audit Plan Review



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October 7, 2015

Subject: Approval of Consultant Services Agreements

From: Ron Treabess, Director of Community Partnerships and Planning

Staff Recommendation:

- The NLTRA Board approves the two attached Consultant Services Agreements for Use of Placer County TOT funding for the approved North Lake Tahoe Tourism Master Plan.
- The Master Plan project and funding have previously been recommended by the CI/T Committee, and then approved by the NLTRA Board and the Placer County Board of Supervisors.
- Both of these Agreements are addendums to existing Scopes of Work being prepared by the two Consulting firms.
- The request for additional funding, which has been approved in the 15/16 Research and Planning budget, requires Consultant Services Agreements as the cumulative funding amount for each Scope of Work will now exceed the \$25,000 threshold, which requires a Consultant Services Agreement.
- A *Determination for Possible Competitive Bidding Exemption* form is also attached to each Agreement justifying that the extension of the work by these two consultants to finish the Master Plan is in the best interest of NLTRA and Placer County.
- Upon approval, the Consultant Services Agreements will be forwarded to the County, as well as remain on file at NLTRA.
- Staff will continue to bring additional funding agreements/contracts to the Board for the remaining on-going projects and for future approved projects.

Attached Consultant Services Agreements:

Project and Consultant	Original	Additional	Total	NLTRA & BOS approval
12.1. Master Plan—Freshtacks	\$23,010	\$7,625	\$29,975	08/18/2015
12.2. Master Plan—Design Workshop	\$21,700	\$8,855	\$30,555	08/18/2015



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**CONSULTANT SERVICES AGREEMENT
FOR USE OF PLACER COUNTY TOT FUNDS**

THIS AGREEMENT is made at Tahoe City, California, as of September 30, 2015, by and between the North Lake Tahoe Chamber/CVB/Resort Association ("NLTRA"), and Design Workshop, Inc. ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the North Lake Tahoe Tourism Master Plan Update services described in Exhibit A Addendum for additional Scope of Work/Service, time and payment schedule above those provided for in the original Agreement dated September 3, 2014. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** NLTRA shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices for said services to NLTRA in a form acceptable to NLTRA according to the usual and customary procedures which Consultant uses for invoicing clients similar to NLTRA. Upon approval of said invoices, NLTRA will pay or direct Placer County ("County") to pay the Consultant directly. **The amount of the Addendum shall not exceed \$8,855, bringing the total Agreement amount not to exceed \$30,555.**
3. **Facilities, Equipment and Other Materials, and Obligations of NLTRA.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent Contractor and shall not be an employee of the NLTRA or County. NLTRA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this

Agreement. NLTRA shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

7. **Competitive Bid Process.** In participating in this Agreement, to the extent Placer County TOT funding is expended by the NLTRA, or by a third party Consultant for service or support in any amount greater than \$25,000, the NLTRA shall utilize and require any Consultant to utilize a competitive bidding process or procurement process. Documentation of each required process, or reason for exemption, will be submitted and include the method of award determination.
8. **Licenses, Permits, Etc.** Consultant represents and warrants to NLTRA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to NLTRA that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
9. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
10. **Insurance.** Consultant shall file with NLTRA and County concurrently herewith a Certificate of Insurance, in companies acceptable to NLTRA, for any of the coverages that may be required as shown in Exhibit B. All costs of complying with these insurance requirements shall be included in Consultant's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Consultant agrees to protect, defend, and indemnify NLTRA and County in accordance with the provisions contained in Exhibit B.
12. **Contractor Not Agent.** Except as NLTRA may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of NLTRA or County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind NLTRA or County to any obligation whatsoever.
13. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of NLTRA, said approval to be in the sole discretion of NLTRA.
14. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that NLTRA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any

person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from NLTRA of the desire of NLTRA for removal of such person or persons.

- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the Project Team by Consultant without the prior written consent of NLTRA shall be grounds for cancellation of the agreement by NLTRA, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

- 15. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to NLTRA pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

- 16. **Termination.**

- A. NLTRA shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event NLTRA shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event NLTRA shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) NLTRA shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) NLTRA shall pay or authorize County to pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by NLTRA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, NLTRA and County shall not in any manner be liable for lost

profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to NLTRA such financial information as in the judgment of the NLTRA is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which NLTRA and County may have in law or equity.

- B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the NLTRA.
17. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
 18. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to NLTRA, and NLTRA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until NLTRA is satisfied that work of such value has been rendered pursuant to this agreement. However, NLTRA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
 19. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of NLTRA, and Consultant agrees to deliver reproducible copies of such documents to NLTRA on completion of the services hereunder. The NLTRA agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
 20. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
 21. **Conflict of Interest.** Consultant certifies that no official or employee of the NLTRA or County, nor any business entity in which an official of the NLTRA or County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the NLTRA for determination of possible conflict of interest.
 22. **Entirety of Agreement.** This Agreement contains the entire agreement of NLTRA and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

23. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
24. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
25. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

NLTRA:

CONSULTANT: Design Workshop

Attn: Ron Treabess

Attn: Stephanie Grigsby

Mail: P.O. Box 5459
Tahoe City, CA 96145
Phone (530) 581-8735

Mail: P.O. Box 5666
Stateline, NV 89449
Phone: (775) 588-5929

Email:
Ron@GoTahoeNorth.com

Email:
SGrigsby@DesignWorkshop.com

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

NORTH LAKE TAHOE CHAMBER/CVB/RESORT ASSOCIATION

By: _____

Date: _____

Printed Name/Title: _____

CONSULTANT DESIGN WORKSHOP

By: _____

Date: _____

Printed Name/Title: _____

Exhibits

- A. Scope of Services including Time for Performance, Payment Schedule
- B. Required Insurance and Indemnity Agreement

EXHIBIT A

The attached letter from Design Workshop defines the additional Scope of Work to be provided through this addendum to the existing Agreement between Design Workshop and NLTRA dated September 3, 2014. The letter also states that the fee for these services will not exceed \$8,855.00, which brings the fee for the total Agreement to \$30,555. Unless mutually agreed to by both parties, the completion date for this Agreement will not exceed December 31, 2015.

EXHIBIT B**HOLD HARMLESS AGREEMENT
AND INSURANCE REQUIREMENTS****1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold NLTRA and PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by NLTRA and PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of NLTRA and PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend NLTRA and PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or NLTRA/ PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of NLTRA and PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the terms NLTRA and PLACER COUNTY means their officers, agents, employees, and volunteers.

2. INSURANCE:

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

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under

laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

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

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

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

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the NLTRA upon demand.

4. GENERAL LIABILITY INSURANCE:

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

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

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

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

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

5. ENDORSEMENTS:

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

- A. "The NLTRA and PLACER COUNTY, their officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the NLTRA and PLACER COUNTY with respect to any insurance or self-insurance programs maintained by NLTRA and PLACER COUNTY and no insurance held or owned by the NLTRA and PLACER COUNTY shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the NLTRA."

6. AUTOMOBILE LIABILITY INSURANCE:

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

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

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If CONSULTANT sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate. The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

8. Additional Requirements:

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

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

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

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

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

NORTH LAKE TAHOE CHAMBER/CVB/RESORT ASSOCIATION Determination for Possible Competitive Bidding Exemption

Contractor/Vendor Information

Business Design Workshop Contact Stephanie Grigsby
 Address PO Box 5668, Stateline, NV 89449 E-mail SGrigsby@DesignWorkshop.com
 Phone (775) 588-5929

NLTRA Information

Department Capital Investment/Transportation Staff Ron Treabess
 Third Party Contractor Yes _____ No X NLTRA Contractor X

NLTRA and its contractors 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 contractor/vendor, usually because of its technological, specialized, unique character or proprietary nature.

X 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.

X 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.

_____ 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:

Design Workshop has been involved contractually for assistance in preparing the North Lake Tahoe Tourism Master Plan for an amount of \$21,700. The Plan is nearing completion and additional service for an amount of up to \$8,855 is needed for revision and finalization of the draft document. As Design Workshop is best prepared to continue this work, it will be the most efficient way for the NLTRA and Placer County, for the reasons stated in the above checked exemptions, to complete the project based on satisfactory service, costs, avoiding interruption, and knowledge of the scope that Design Workshop provides.

Signature of Department Staff/Date

Signature of Supervisor/Date

Design Workshop, Inc.

Landscape Architecture

Planning

Urban Design

PO Box 5666 /
128 Market Street
Suite 3E
Stateline, NV 89449
775-588-5929
775-588-1559 fax

Asheville

Aspen

Austin

Chicago

Denver

Dubai

Houston

Lake Tahoe

Los Angeles

Shanghai

designworkshop.com

September 29, 2015

Sandy Evans-Hall
North Lake Tahoe Resort Association
100 North Lake Boulevard, 2nd Floor
Tahoe city, California 96145

RE: Additional services for North Tahoe Tourism Master Plan Update

Dear Sandy,

Based on the discussion July 28, 2015 regarding the outcomes of the community survey and community outreach for the North Tahoe Tourism Master Plan Update (Master Plan), there is a need for Design Workshop (DW) to provide additional services to assist the Master Plan Task force with the final revisions to the draft Master Plan.

The specific tasks to be completed are as follows:

1. Up to two meetings with North Lake Tahoe Resort Association representatives, the community outreach consultant and Sandbox Studios.
2. Up to one meeting with the Master Plan Task Force to review the final comments.
3. Utilize the community outreach summary developed by the community outreach consultant to make revisions to the draft executive summary and recommendations chapters.
4. Make final revisions to the written summary based on consolidated comments from the Master Plan Task Force.
5. Complete final edit, review of complete document for grammar, spelling and consistency.
6. Provide the final, editable Word file to Sandbox Studios for formatting and final delivery.

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately for a fee of up to **\$8,855**. This fee includes reimbursable expenses (printing, photography and travel).

The contract conditions of existing Agreement dated September 3, 2014 shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Original Contract Amount:	\$21,700
Additional Services Amount:	\$8,855
Total New Contract Amount:	\$30,555

Please let me know if you have any questions. We thank you for the opportunity to work on this important project for North Lake Tahoe and look forward to helping you complete the process.

Sincerely,

DESIGN WORKSHOP, INC.



Stephanie Grigsby
Principal

APPROVED BY CLIENT:

By: _____ Date: _____

Title: _____



north lake tahoe

Chamber | CVB | Resort Association

**CONSULTANT SERVICES AGREEMENT
FOR USE OF PLACER COUNTY TOT FUNDS**

THIS AGREEMENT is made at Tahoe City, California, as of September 30, 2015, by and between the North Lake Tahoe Chamber/CVB/Resort Association ("NLTRA"), and Freshtracks Communications ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the North Lake Tahoe Tourism Master Plan Update services described in Exhibit A Addendum for additional Scope of Work/Service, time and payment schedule above those provided for in the original Agreement dated September 3, 2014. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** NLTRA shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices for said services to NLTRA in a form acceptable to NLTRA according to the usual and customary procedures which Consultant uses for invoicing clients similar to NLTRA. Upon approval of said invoices, NLTRA will pay or direct Placer County ("County") to pay the Consultant directly. **The amount of the Addendum shall not exceed \$7,625, bringing the total Agreement amount not to exceed \$29,975.**
3. **Facilities, Equipment and Other Materials, and Obligations of NLTRA.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent Contractor and shall not be an employee of the NLTRA or County. NLTRA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this

Agreement. NLTRA shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

7. **Competitive Bid Process.** In participating in this Agreement, to the extent Placer County TOT funding is expended by the NLTRA, or by a third party Consultant for service or support in any amount greater than \$25,000, the NLTRA shall utilize and require any Consultant to utilize a competitive bidding process or procurement process. Documentation of each required process, or reason for exemption, will be submitted and include the method of award determination.
8. **Licenses, Permits, Etc.** Consultant represents and warrants to NLTRA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to NLTRA that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
9. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
10. **Insurance.** Consultant shall file with NLTRA and County concurrently herewith a Certificate of Insurance, in companies acceptable to NLTRA, for any of the coverages that may be required as shown in Exhibit B. All costs of complying with these insurance requirements shall be included in Consultant's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Consultant agrees to protect, defend, and indemnify NLTRA and County in accordance with the provisions contained in Exhibit B.
12. **Contractor Not Agent.** Except as NLTRA may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of NLTRA or County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind NLTRA or County to any obligation whatsoever.
13. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of NLTRA, said approval to be in the sole discretion of NLTRA.
14. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that NLTRA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any

person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from NLTRA of the desire of NLTRA for removal of such person or persons.

- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the Project Team by Consultant without the prior written consent of NLTRA shall be grounds for cancellation of the agreement by NLTRA, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

- 15. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to NLTRA pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

- 16. **Termination.**

- A. NLTRA shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event NLTRA shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event NLTRA shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) NLTRA shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) NLTRA shall pay or authorize County to pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by NLTRA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, NLTRA and County shall not in any manner be liable for lost

profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to NLTRA such financial information as in the judgment of the NLTRA is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which NLTRA and County may have in law or equity.

- B. Consultant may terminate its services under this Agreement upon thirty (30) working days' advance written notice to the NLTRA.
17. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*
 18. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to NLTRA, and NLTRA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until NLTRA is satisfied that work of such value has been rendered pursuant to this agreement. However, NLTRA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
 19. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of NLTRA, and Consultant agrees to deliver reproducible copies of such documents to NLTRA on completion of the services hereunder. The NLTRA agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
 20. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
 21. **Conflict of Interest.** Consultant certifies that no official or employee of the NLTRA or County, nor any business entity in which an official of the NLTRA or County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the NLTRA for determination of possible conflict of interest.
 22. **Entirety of Agreement.** This Agreement contains the entire agreement of NLTRA and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

23. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
24. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
25. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

NLTRA:

CONSULTANT: Freshtracks Communications

Attn: Ron Treabess

Attn: Seana Doherty

Mail: P.O. Box 5459
Tahoe City, CA 96145
Phone (530) 581-8735

Mail: 10418 Donner Pass Road, Suite C
Truckee, CA 96161
Phone: (530) 386-2940

Email:
Ron@GoTahoeNorth.com

Email:
Seana@FreshtracksCommunication.com

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first stated above:

NORTH LAKE TAHOE CHAMBER/CVB/RESORT ASSOCIATION

By: _____

Date: _____

Printed Name/Title: _____

CONSULTANT FRESHTRACKS COMMUNICATIONS

By: _____

Date: _____

Printed Name/Title: _____

Exhibits

- A. Scope of Services including Time for Performance, Payment Schedule
- B. Required Insurance and Indemnity Agreement

EXHIBIT A

The attached letter from Freshtracks Communications defines the additional Scope of Work to be provided through this addendum to the existing Agreement between Freshtracks and NLTRA dated February 15, 2015. The letter also states that the fee for these services will not exceed \$7,625.00, which brings the fee for the total Agreement to \$29,975. Unless mutually agreed to by both parties, the completion date for this Agreement will not exceed December 31, 2015.

EXHIBIT B**HOLD HARMLESS AGREEMENT
AND INSURANCE REQUIREMENTS**1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold NLTRA and PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by NLTRA and PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of NLTRA and PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend NLTRA and PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or NLTRA/ PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of NLTRA and PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the terms NLTRA and PLACER COUNTY means their officers, agents, employees, and volunteers.

2. INSURANCE:

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

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

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

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the NLTRA upon demand.

4. GENERAL LIABILITY INSURANCE:

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

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

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

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

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

5. ENDORSEMENTS:

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

- A. "The NLTRA and PLACER COUNTY, their officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the

operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the NLTRA and PLACER COUNTY with respect to any insurance or self-insurance programs maintained by NLTRA and PLACER COUNTY and no insurance held or owned by the NLTRA and PLACER COUNTY shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the NLTRA."

6. AUTOMOBILE LIABILITY INSURANCE:

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

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

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If CONSULTANT sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate. The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

8. Additional Requirements:

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

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

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

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

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

NORTH LAKE TAHOE CHAMBER/CVB/RESORT ASSOCIATION Determination for Possible Competitive Bidding Exemption

Contractor/Vendor Information

Business Freshtracks Communications Contact Seana Doherty
 Address 10418 Donner Pass Rd., Truckee, CA 96161 E-mail Seana@FreshtracksCommunication.com
 Phone (530) 386-2940

NLTRA Information

Department Capital Investment/Transportation Staff Ron Treabess
 Third Party Contractor Yes No X NLTRA Contractor X

NLTRA and its contractors 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 contractor/vendor, usually because of its technological, specialized, unique character or proprietary nature.

 X 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.

 X 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.

 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:

Freshtracks Communications has been involved contractually for assistance in preparing the North Lake Tahoe Tourism Master Plan for an amount of \$22,350. The Plan is nearing completion and additional service for an amount of up to \$7,625 is needed for revision and finalization of the draft document. As Freshtracks is best prepared to continue this work, it will be the most efficient way for the NLTRA and Placer County, for the reasons stated in the above checked exemptions, to complete the project based on satisfactory service, costs, avoiding interruption, and knowledge of the scope that Freshtracks provides.

Signature of Department Staff/Date

Signature of Supervisor/Date

September 8, 2015

To: Sandy Evans Hall, NLTRA

CC: Ron Treabess, NLTRA

From: Seana Doherty, Freshtracks

RE: Addendum to Scope of Services for Planning, Communications + Public Outreach for the North Tahoe Tourism Master Plan Project [July-December, 2015]

Dear Sandy,

Below please find the Addendum of Services for our work between July and December 2015 on the North Tahoe Tourism Master Plan Project. Please let us know if you have any questions. We look forward to continuing with you on this project.

Addendum to NLTRA Tourism Master Plan Scope			
	July-December, 2015	Est. Hours	Est. Cost
Additional Tasks			
Additional outreach + planning for FlashVote survey	June + July	15	1,875
Additional Committee + staff planning meetings	July-December	18 (3 hours per month)	2,250
Assist with development of final MP draft, on-line resources, design, layout, editing	July-December	15	1,875
Additional outreach re: final draft of MP and website updates	Oct	5	625
Create final Public Outreach Report as MP Attachment Doc	September	8	1,000
TOTAL			\$7,625

Phase II	Timeline (May-July 15)	Cost
Planning, strategy, project management	On-going, as needed	1500
Conduct additional outreach: TBD	May	2000
Distribute survey link, advertise, publicity, PR	5.15.15	600
Survey Development	5.15.15	500
Web updates	On-going, as needed	500
Write public outreach chapter in MP, edit other parts of Plan as needed	By June 30	1200
Present public input findings to NLTRA + Placer BOS	TBD	600
Subtotal, Phase II		\$6,900.00
Total, Public Outreach + Communications (Jan-July 15, 2015)		22,350

NLTRA Tourism Master Plan Scope		
Task	Timeline (Jan-April)	Cost
PHASE 1: Jan-April		
Project Management		
Edit Master Plan	Jan-March	\$1,500
Strategy, planning, team meetings, internal communications	Jan-April	4,500
Summarize Workshop input, participant lists: Phase 1 Summary Report	5.6.15	700
Subtotal, Project Management/Copy writing		
		\$6,700
Graphic Design		
Create brand/logo	3/15/2015	300
Create Website, on-going updates	4.1.15	1,500
Finalize workshop post card design	1/1/2015	300
Design newspaper ad's	March	250
Update PowerPoint Presentation	4/1/2015	400
Design workshop boards (8)	4/15/2015	1500
Subtotal, Design/Communications		
		4250
Publicity		
Distribute workshop PC to local outlets (E-blasts, etc)	4/10/2015	650
Distribute workshop PC re: walking strategy	April 8-19	300
Place newspaper ads in local papers, press release	by 4.10	400
Translate pc into Spanish	4.5	150
Subtotal, Publicity		
		1500
Phase 1 Workshops		
Run five public workshops (set-up, train, host, travel, room rental, etc)	April 20-29	3,000
Subtotal, Workshops		
		3,000
Subtotal, PHASE 1 (Jan-April, 2015)		
		15,450



Memorandum

Date: October 7, 2015

To: NLTRA Board of Directors

From: JT Thompson, Tourism Director

RE: Placer County Contract Compliance Issues Overview

Please find attached the all of the requirements set forth by Placer County Contract Compliance.

#12.3 The agreement between NLTRA and DestiMetrics be submitted for review and comments by the NLTRA Board of Directors and the contract file be updated with an addendum and respect to the competitive bidding requirement for all contracts over \$25,000.

- A two year agreement July 1, 2014 is attached with a complete scope of work and payment schedule.
- Also attached is a Determination for Possible Competitive Bidding Exemption.

#12.4 An RFP was distributed for the services of GoTahoeNorth.com Website Content Manager. The RFP was distributed locally and online to a national database RFPDB.com. The only complete, on time reply received was from Fallon Multimedia.

- The NLTMC is prepared to sign a three year agreement with Fallon. Prior to execution we are requesting feedback and any recommended changes to the agreement from the Board of Directors.
- Attached documents include: Consultant Services Agreement; Original Request for Proposal; Fallon Multimedia proposal.

#12.5 School of Thought Contract Addendum. This has been completed to be in compliance with Placer County Contract standards.

- Attached documents for review and comment: Original Agreement with School of Thought; Addendum to Contract.

#12.6 Sierra Ski Marketing Council, a.k.a., Ski Lake Tahoe is a membership organization.

- Attached documents for review and comment: Organization Budget; and 15-16 Scope of work and advertising plan.

- #12.7** Request for contract with Smith and Jones for VisitingLakeTahoe.com.
- This is a cooperative marketing agreement between the Lake Tahoe Visitors Authority and the NLTMC. Smith and Jones fulfill our agreement to manage the site and make required payments to Google for ad-word buys.
 - Attached you will find the agreement between LTVA and NLTMC and the budget forecast breakdown for FY 15-16.
- #12.8** The Abbi Agency Contract Addendum. This has been completed to be in compliance with Placer County Contract standards.
- Attached documents for review and comment: Original Agreement with The Abbi Agency; Addendum to Contract; FY 15-16 Scope of Work and Budget
- #12.9** Agreement between NLTRA and Trimont Land Company d/b/a Northstar California for Autumn Food and Wine Festival (AFW).
- Attached you will find the original agreement, along with the current revised agreement for 2015 that brought into consideration the new ABC requirements for wine and beer donations to a non-profit.
 - Also attached is the outline on how we distribute VIP and Complimentary tickets to all sponsored events.
- #12.10** Reno Air Service Committee (RASC) Budget and Scope of Work
- RASC is a membership organization that markets the Reno International Airport and is charged with increasing air service.
 - The NLTMC contributes \$100,000 annually for marketing and advertising.
 - Attached documents: Scope of Work; FY 15-16 Budget.

**Board Review and Comment Requested**

Subject: Placer County Contract Compliance #12.3
DESTIMETRICS CONTRACT

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- The NLT Marketing Cooperative entered into an agreement with DestiMetrics in 2008 to track Hotel Occupancy, Average Daily Rate and Revenue per available room. We receive monthly reporting from them along with the above information on our destination, and information on our commutative destinations.
- -- Destimetrics is the only company that can provide us with this detailed information.
- -- Please provide any feedback and recommendations for the NLTMC moving forward



north lake tahoe

Addendum

Updated contract language for use of Placer County TOT Funding

Between North Lake Tahoe Marketing Cooperative and Destimetrics

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

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

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

Local Vendor Opportunity

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

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

NORTH LAKE TAHOE MARKETING COOPERATIVE

By: _____

JT Thompson
Tourism Director, NLTRA

Date: _____

DESTIMETRICTS

Signature: _____

Name: _____

Title: _____

Date: _____

Determination for Possible Competitive Bidding Exemption

Contractor/Vendor Information

Business DESTIMETRICS, LLC Contact RALF GARRISON, DIRECTOR
 Address 678 FRANKLIN, DENVER, CO E-mail RALF@DESTIMETRICS.COM
 Phone 303.722.7346

NLTRA Information

Department MARKETING Staff JT THOMPSON
 Third Party Contractor Yes _____ No X NLTRA Contractor _____

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

X 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.

_____ 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:

DESTIMETRICS HAS BEEN PROVIDING RESEARCH INFORMATION FOR THE
NLTRA SINCE 2005, AS MTRIP. THEY ARE THE ONLY ORGANIZATION
THAT CAN PROVIDE AS MUCH COMPETITIVE SET COMPARISON DATA
ON A CONSISTENT MONTHLY BASIS.

CURRENT CONTRACT EXPIRES JUNE 30, 2016.


 Signature of Department Staff/Date

 Signature of Supervisor/Date

DestiMetrics – Client Agreement

This Agreement is between DestiMetrics, LLC (DMX) and North Lake Tahoe Resort Association (Client), regarding travel/tourism related research services (Services), subject to the terms and conditions described herein, and includes Client, participating properties (Client-Properties) and a designated number of full-time staff, who will be participants (collectively referred to as Subscribers).

This Agreement is effective on the date of the Client's execution, and provides for the following:

July 1, 2014	Start Of Service. Beginning of monthly reporting cycle, or if new destination, startup, initialization and any historical data aggregation precede start of monthly reporting cycle.
July 31, 2014	First monthly data submission as of end of this month, resulting in a related report by middle of the following month, and then continuing for 24 monthly cycles. The final report will be as of June 30, 2016 and delivered in the month thereafter.
RAO: Up to 15 Licenses	For Client-Properties to submit data and be included in the resulting reports.
DOR: Up to 9 Licenses	For Client-Properties to submit data and be included in the resulting reports.
33	Total number of individual Subscribers, including 2 for each Client-Property and up to 3 additional Subscriptions for Client and other stakeholders as they shall designate.

Services: Those services and related deliverables and work product (collectively, Services) which are provided in connection with the NLTRA destination travel research program (Program), all as further described in "Attachment A – Program Services and Deliverables" attached hereto and incorporated herein by reference.

Client Responsibilities: Client will:

1. Compensate DMX a total of \$28,900* (year 1) & \$26,900* (year 2) according to the following schedule:

Due Date	Amt. Due:	Description
Upon Execution	\$2,000	Includes initial startup administration, property recruitment, subscriber training, and the set-up, collection, examination, and evaluation of initial data.
Upon Execution	\$6,725	First of 8 quarterly payments
Oct. 1, 2014	\$6,725	Second of 8 quarterly payments
Jan. 1, 2015	\$6,725	Third of 8 quarterly payments
Apr. 1, 2015	\$6,725	Fourth of 8 quarterly payments
Jul. 1, 2015	\$6,725	Fifth of 8 quarterly payments
Oct. 1, 2015	\$6,725	Sixth of 8 quarterly payments
Jan. 1, 2016	\$6,725	Seventh of 8 quarterly payments
Apr. 1, 2016	\$6,725	Eighth of 8 quarterly payments

* Note: NLTRA's payments to DMX as per above, will be subsidized by property/resort contributions to NLTRA of \$4,000, or, commensurate reductions in program/reporting will be required and would be determined by mutual agreement of DMX & NLTRA.

2. Assign a Designated Representative in the person of Andy Chapman (Client Representative) to serve as primary contact for contract administration and Client's performance of the responsibilities described herein.
3. Identify, recruit, and maintain responsibility for the administration and assignment of participating Property-Clients and Subscribers and assist in their training and startup, then oversee ongoing Client-Property data submission (in accordance with DMX procedures).
4. Generally recommend and endorse participation by other properties and comparative destinations, all mindful that DMX is a co-operative industry program, whose value increases with broader participation.
5. The Client-Properties/Subscribers shall be subject to, and bound by, such other necessary and reasonable terms and provisions as established and provided by DMX from time to time in furtherance of the terms and provisions of this Agreement.
6. Comply with the terms of Confidentiality and Non-Disclosure as further described below.

DMX Services and Responsibilities: DMX will:

1. Collect, examine, evaluate, aggregate and report the results of the Services and Deliverables as described in Attachment A, using proprietary systems and procedures (created by DMX to be used in the collection, aggregation and subsequent reporting of the related Services), and make such results available to Clients and Client-Properties, as provided under the terms of this Agreement.
2. Assist Client in their recruitment, training, startup and ongoing support of participating Client-Properties and their designated Subscribers.
3. Distribute results to Clients, Client-Property representative subscribers (Subscribers) by way of a secure web portal to which Subscribers are provided access via individual subscriber logons.
4. Provide Client, Client-Properties and their Subscribers with access to additional DMX products and services on an a la carte basis, at best available rates, subject only to pre-existing commitments and in accordance with its standard Terms and Conditions.
5. Comply with the terms of Confidentiality and Non-Disclosure as further described below.

Confidentiality and Distribution:

1. All data provided by Client-Properties will be treated as Confidential Information, not to be published or distributed unless/until aggregated with other similar data and undistinguishable as a result, where upon DMX may use/distribute the resulting data as it chooses and at its sole discretion, including, without limitation, multi-property competitive views, destination comparative reports, and any other custom segment reports, provided only that resulting data is limited to DMX Subscribers and not otherwise made public.
2. All DMX Subscribers acknowledge and agree that all information, reports and related data posted within the DMX web portal and/or otherwise provided by DMX is CONFIDENTIAL INFORMATION, to which access is restricted to Subscribers in good standing by way of confidential and proprietary log in and who covenant and agree that reproduction, distribution or sharing of this CONFIDENTIAL INFORMATION is

STRICTLY PROHIBITED and enforceable by law excepting only when specific written agreement provides otherwise.

Terms and Conditions:

1. Billing Procedures:

- a) Fees related to this Agreement are due and payable as described in the Client Responsibilities section of this Agreement and become Delinquent if not received within 30 days of invoice date. Delinquent payments are subject to interest charges at 1.5% per month until received and, if not cured within 30 days of notice, are grounds for default under this Agreement and the right to pursue related remedies exists.
- b) Expenses will be those reasonable out-of-pocket costs incurred by DMX and/or its agents, during the performance of this Agreement and are billed monthly as incurred. i) Travel costs include meal reimbursement, lodging, air, rental car, and personal car use from DMX's corporate offices or that of the designated contractor. ii) Other office costs, including phone, air freight, and Internet and/or web conference fees are treated as part of DMX's standard costs of business and will not be treated as reimbursable expenses, excepting by prior written agreement. iii) Travel Time will be charged at DMX's standard rates and treated as travel related expenses, unless otherwise agreed upon.
- c) Any/all additional work requested by Client and not already included in this Agreement, will be performed, subject to pre-existing commitments, and at DMX standard rates, terms and conditions.

2. Client-Property Participation: In the performance of their obligations under this Agreement, both DMX and Client rely on data provided by participating Client-Properties which must achieve participation thresholds that are set by DMX, depending on report type, participating property inventory configuration and overall destination census.

- a) Client-Properties are recruited by Client with assistance from DMX, and made party to this Agreement by way of a separate-but-related Property Participation Profile, to be completed by an authorized representative of the Client Property, whereby the Client-Property becomes a participant in good standing, and two of its designated representatives become authorized Subscribers and will be granted login access to the DMX web portal and all Services provided as part of this Agreement.
- b) If for any reason, adequate participation by Client-Properties is not initially achieved within 60 days of the Start date of this Agreement or consistently maintained during the term of this Agreement, then DMX shall provide Notice setting forth details establishing the failure to have adequate participation, which if not cured within 30 days of receipt of said Notice, shall prompt an option by either party who may modify this Agreement as mutually agreed to by the parties, or cancel this Agreement as provided for in Cancellation (# 3) and subject to the terms provided therein.

3. Cancellation: This Agreement shall terminate upon completion of all services provided for herein, or sooner as mutually agreed upon by the parties. If notice of cancellation is provided by a party pursuant to Section 2 above, this Agreement shall be wound down and terminated by the parties and Client will reimburse DMX for any/all work performed to date, including reimbursement for any/all unpaid startup fees.

4. Independent Contractor: DMX and the Client shall be considered independent contractors. Neither DMX nor the Client is an employee, agent, joint venturer or partner of the other entity. Nothing shall be interpreted as creating an employment relationship between or among DMX and the Client. DMX shall have control of the manner and means by which its services are provided to the Client subject to the terms and provisions of this Agreement.
5. Controlling Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado.
6. Venue: DMX and the Client hereby agree and consent that any action, suit or proceeding arising out of this Agreement shall be brought in the District Court for the City and County of Denver, State of Colorado, and by execution of this Agreement both parties hereto irrevocably consent and agree to the jurisdiction of such court.
7. Dispute Resolution: Any disputes arising out of this Agreement shall be subject to arbitration. As a pre-condition to the filing of any such arbitration, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, shall first be submitted to non-binding mediation prior to initiation of any arbitration unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the prevailing laws of the State of Colorado.

The parties agree that any disputes concerning the terms and conditions of this Agreement that cannot be resolved after consultation and discussion between the parties or by mediation shall be submitted to binding arbitration through either the American Arbitration Association or the Judicial Arbitrator Group in accordance with commercial arbitration rules and the Colorado Arbitration Act, with the tribunal being selected by the party filing the demand for Arbitration. Any such arbitration shall be conducted at Denver, Colorado. The parties shall select one mutually agreeable arbitrator from the candidates available through the arbitration tribunal. The arbitrator shall have the power to grant interim and injunctive relief, provided that any party may apply to any court of competent jurisdiction to enjoin a breach of confidential information obligation(s). Judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction. In connection with any dispute, the prevailing party shall be awarded and shall recover from the other non-prevailing party all costs and expenses, including reasonable attorney's fees, as may be incurred.

8. Additional Provisions (If Any):
9. General Provisions: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns. This Agreement, and Attachments hereto, embodies the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes any and all prior negotiations, understandings or agreements concerning the subject matter hereof. This Agreement shall be deemed for all purposes to have been prepared through the joint efforts of the parties hereto and shall not be construed for or against one party or any other party as a result of the preparation, submittal, drafting, execution or other event of negotiation hereof. This Agreement may be executed in counterparts, but such counterparts shall constitute one and the same instrument. This Agreement may be executed by telefax signature which shall be binding as original signatures for all purposes (evidentiary otherwise).

EXECUTED as of the 1st day of July, 2014.

CLIENT:

DMX:

NORTH LAKE TAHOE

DestiMetrics, LLC,

By: Andy Chapman

By: Ralf Garrison

Name: CUMC

Name: Ralf Garrison

Title: CMD

Title: Director

Attachment: Billing Information

Attachment A: Products and Services



ATTACHMENT: BILLING INFORMATION

Send Invoice by: X Email/PDF Postal Mail

Client Company Name: North Lake Tahoe

Authorized Representative Name: Andy Chapman

Phone: 530-581-8229 Email Address: Andy@6StarTahoeNorth.com

Mailing Address: PO Box 5459
(PO Box or Street Address)

City: Tahoe City State/Province: CA

Country: USA

Zip/Postal Code: 96115

Invoices are to be sent to the attention of: Kim Lambert / Andy Chapman

Accounting Contact Email Address: Kim@6StarTahoeNorth.com Phone: 530-581-8226

ATTACHMENT A - DMX PRODUCTS AND SERVICES

This Attachment A is an integral part of that certain Client Agreement dated July 1, 2014 by and between DestiMetrics, LLC (DMX) and North Lake Tahoe Resort Association (NLTRA or Client) and further describes products and services that are being provided pursuant to the said Client Agreement. The prices, terms and conditions described below are based on the total number of Subscribers (including Client/Client-Property Subscribers) and data submitting Client-Properties (Client Properties to be provided additional logins for their authorized data submitters by separate agreement in their respective Property Profiles) listed below.

- 1. MARKET TRAVEL INTELLIGENCE PACK:** Designed to provide a broad, contextual overview of the destination leisure travel ecosystem, and mountain travel marketplace, The "Intel-Pak" includes a family of information related services, bundled into a comprehensive package that provides "what you ought to know..." to do business better. All Intel-Pak products are posted on the DestiMetrics Secure Web Portal, and the Mountain Travel News and Monthly Briefing are delivered by email for added convenience. Quarterly webisodes and the annual ASSEMBLY complete the elements of the Intel Pak.
- **1.1 Econometrics:** A collection of national and local economic and travel indicators as well as comparative sales/lodging tax and airport enplanement data, collected and updated monthly from publicly available sources and presented via a summary dashboard from DMX's secure web portal.
 - **1.2 Mountain Travel Briefing:** A monthly narrative summary of DMX Travel News Talker, Econometrics and DMX "industry-wide" econometric data, with expert interpretation and supporting economic indicator dashboard graphics.
 - **1.3 Travel News Talker:** A synopsis of current economic and mountain travel news, edited for the destination mountain travel industry marketing and management professionals from publicly available sources, updated regularly and posted on DMX's secure web portal.
 - **1.4 Mountain Travel News:** A monthly newsletter, featuring the top stories from the daily News Talker, and distributed monthly by email.
 - **1.5 Quarterly Market Update Webinars:** A 60 minute web/phone based presentation by DestiMetrics analysts, provided several times per year, and including strategic assessment and interpretation of market conditions and trends as well as industry lodging metrics for the past season and upcoming season. Webinars are exclusively for Subscribers only.
 - **1.6 The ASSEMBLY:** A one day annual confab, held mid-winter and as a precursor to the next year's planning cycle, The ASSEMBLY is a collaboration of 40 mountain travel businesses with common interests in a shared fact base and broader year-round economic foundation. DMX subscribers are provided with a 50% discount off standard rates, when pre-registered for this end-of-January event held in conjunction with the SIA Snow Show in Denver.
 - **1.7 Library:** A collection of articles, reports and other market intelligence along with copies of various DMX presentations are found in the DMX Subscriber Library.

Annual Price: \$2,888

Distribution Rights: The Mountain Market Intelligence Pak is only available to individual Subscribers up to the number of subscribers listed in the Agreement.

2. RESERVATION ACTIVITY OUTLOOK REPORT (RAO) The RAO is a destination-wide monthly report set of paid lodging reservation activity and related revenue, collected from participating lodging properties (confidentially) then aggregated to create a destination view, and reported to related subscribers by posting on DMX's secure web portal on a monthly basis. Several report configurations are available.

- **2.1 Reservation Activity Outlook (RAO) Report:** The number of room nights available, room nights booked and related net room revenue are collected, from which paid occupancy, average daily rate (ADR), and revenue per available room night (RevPAR) are calculated. Results are then aggregated in a report format that provides graphic summaries, charts and supporting tables of business on-the-books for each of the forward-looking 6 months and each of the historical 6 months. Current year data is overlaid against previous year-to-date and previous seasons-end data, when sufficient data exists. Three views of the resulting data are provided in chart form with supporting tables, including a rolling 12-month view (6 month forward-looking view & 6 month backward looking), static winter view (Nov. – Apr.), and static summer view (May – Oct.). Additionally, current year vs. previous year occupancy pacing is provided in chart and detailed table view. From this information, destinations can track their performance against their previous history and properties can see how the aggregate of other properties in their destination are performing.

Annual Price: \$9,818

Distribution rights: Available only to participating Subscribers.

- **2.2 Reservation Activity Outlook: Destination Executive Summary:** One page synopsis of the monthly RAO reporting detail provided in executive summary format with tabular presentation and narrative explanation. This report is intended for broader distribution to community stakeholders, tourism dependent businesses and (optionally at the discretion of the Client) the general public and includes related distribution rights.

Annual Price: \$2,914 per year, subject to participation in the RAO (2.1) above, and under the same terms and conditions.

Distribution Rights: The Destination Executive Summary includes unlimited distribution rights (i.e. general public and press) at the discretion of the Client.

- **2.3 Multi-Destination Comparative Report (MDC):** A destination-wide view of paid occupancy and average daily rate (ADR) is created from data provided as part of the RAO (2.1) report, the result of which is displayed against all other individual participating DMX destinations (which are kept anonymous) in bar chart format. Occupancy and ADR data are conveyed in both current year absolute values and year-over-year comparative variances, and are accompanied by corresponding data tables and an executive summary page

Annual Price: \$2,888 for 12 monthly reports per year.

Distribution Rights: Available only to participating Subscribers.

- **2.4 Multi-Destination Comparison - Enhanced:** A similar iteration in the same format as the above described MDC, but including identification of individual participating destinations. This report is customizable and allows for the Client to select up to 5 other participating destinations (list available upon request), the result of which provides a much broader and deeper comparison.

Annual Price: \$2,625. **Note 1:** Participating Client destination data use is included as part of the terms of this Agreement.

- **2.5 Custom Quarterly Reservation Activity Outlook (RAO) Report:** A quarterly iteration of the Reservation Activity Outlook report that includes an aggregate of quarterly data, encompassing each calendar year

quarter which is as follows: July 2014 – September 2014, October 2014 – December 2014, January 2015 – March 2015 and April 2015 – June 2015, with publication dates of October 15, 2014, January 15, 2015, April 15, 2015 and July 15, 2015. Same schedule will be applied to 2015-2016 year.

Annual Price: \$788 per year.

3. DAILY OCCUPANCY REPORT (DOR) SET: The DOR report family is a separate-but-complimentary report family from the RAO, that provides a daily-level view of total destination occupancy and depicts past, present and future daily occupancy patterns. This report set is best suited to monitor overall resort occupancy of all guests (paid and unpaid), based on an aggregation of the advanced reservation data (at a daily level of granularity), from all reporting Client-Properties on (at least) a monthly basis, and more frequently upon agreement

- **3.1 Daily Occupancy Report (DOR):** The standard DOR report shows pure occupancy (paid and unpaid) at a daily level of granularity in line chart format and includes previous year-to-date and previous year actual data when sufficient data exists. The report depicts percentage change of current pure occupancy year to previous year and net pacing change since the previous report. Four views of the data are included: i) a 12 month view including 180 days forward-looking data and 30 days trailing data, ii) a fixed winter season, November – April, iii) a fixed summer season, May – October, and iv) a short-view of the upcoming 45 days of occupancy in bar chart format.

Annual Price: \$6,500/year

Distribution Rights: The Multi-Destination Comparative Report is only available to participating Subscribers

- **3.2 DOR Startup – One Time:** For first time Clients a one-time startup fee will be charged to cover time/costs related to the determination and creation of appropriate data collection methodology, and varies by the number of Client-Properties and their automation. Due to the volume of data, DMX works with participating properties to determine the best method for data collection during the startup phase then incorporates the same in the ongoing reporting process.

Startup Price: \$2,000 (One time only)

Distribution Rights: The Daily Occupancy Report, in its entirety, is available only to participating Subscribers.

- **Note:** DOR includes 5 – 9 property licenses
- **3.3 Report for Retailers (45 day short-view) Distribution:** This report depicts occupancy for the forward looking 45 days in bar chart format and displays occupancy for the current year and the previous year. While access to this report is included in the DOR (page 5) this option allows for further distribution than the DOR allows. The Report for Retailers will be provided in a separate PDF and allow for limited distribution to retail community and/or Client constituents.

Annual Price: included

Distribution: Is not limited by this Agreement and is at the discretion of Client.

TOTAL PACKAGE PRICE (2 Year Agreement):

*Additional savings available for multi-year agreements

YEAR ONE:	\$28,421+\$2,000 (startup fees) = \$30,421
MINUS: 5% for a 2 year agreement	-\$1,521
Year 1 TOTAL:	\$28,900*

* Note: NLTRA's contributions of \$28,898 will be subsidized by property/resort contributions to NLTRA of \$4,000, or, commensurate reductions in program/reporting will be required and would be determined by mutual agreement of DMX & NLTRA.

YEAR TWO:	\$28,421
MINUS: 5% for a 2 year agreement	-\$1,521
Year 2 TOTAL:	\$26,900*

* Note: NLTRA's contributions of \$26,998 will be subsidized by property/resort contributions to NLTRA of \$4,000, or, commensurate reductions in program/reporting will be required and would be determined by mutual agreement of DMX & NLTRA.

Destinations

Properties

Process

The foundation of our FactBase programs is consistent and accurate data. Our destination wide programs are fueled by data submissions from various lodging properties within a resort/destination. How do we get them on board, you might ask? We follow the process below with the help of our client and/or a community organization. This process has been followed many times and has been proven to be successful in a variety of destinations that include all types of properties and property managers, such as hotel chains and independently owned and operated hotels/motels, as well as property management companies (who manage private homes & condominiums), bed & breakfasts and other alternative accommodations.



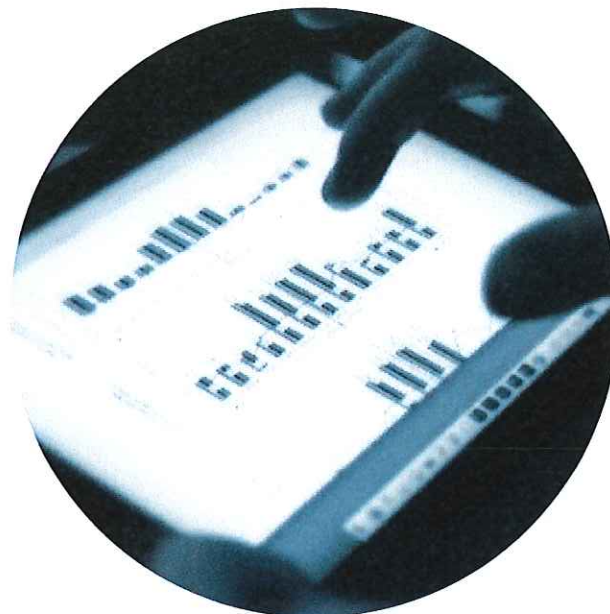
Where We Start

To establish a travel research program in a given destination, community buy-in is key. We typically work through the local destination marketing organization, or in some cases, the town government or attraction/ski company who has long established relationships with their lodging community. With the help of these organizations, we reach out to lodging outlets, from large hotels and condominiums to property management companies and B&Bs to garner their support and participation. We provide supporting information and training to help properties understand the submission process and the benefits of their participation.



How We Gather Data

First we collect a one-time historical dataset and then each month these lodging properties submit their advanced reservation data to us via a secure web portal. We vet the data and produce a variety of reports designed to give a detailed picture of the lodging community's collective performance for the past, present and future. When combining individual property data to build a destination-wide view, individual property data is always kept completely confidential. Our unique reporting methods include reservations "on the books," which provide insight in to how the forward-looking dates are performing. Our standardized metrics have been created to accommodate any type of property.



What We Do With It

Once this data is collected, many different report options are available for both destinations and properties. Destination level aggregated reports paint a picture of a destination's lodging performance for six months in the past, as well as six months into the future, which are depicted in comprehensive report sets. Tabular and graphical representations are provided for industry experts as well as dashboard views for higher level interpretation. Reports are posted to the DestiMetrics web portal and are made available to those who are granted permission.





Putting the Data to Work

Results are powerful and can shed light on many things, such as how a destination is performing year over year and against their competitors, if increases/decreases in lodging tax collections are the result of changes in occupancy or rate, or if a particular event produced overnight visitation, to name a few. In addition, DestiMetrics data can aid in intelligent decision making so that marketers, for example, can better refine and target campaigns, restaurants can create staff schedules and resort retailers can order inventory based on occupancy peaks and valleys. DestiMetrics data is frequently presented at meetings of community marketing committees, town councils, economic development advisory councils, and chamber annual meetings as well as many high caliber industry events.

How We Help You

As a small and very nimble company, we are always looking for ways to help communities make informed decisions about their future. As we expand into beach destinations we are continually finding new ways that our clients use our products and services and look forward to working with all types and sizes of destinations. Please contact us to let us know how we can start this process in your community.

Contact Us

Get Quote

Our Events

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THE ASSEMBLY

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January 29 2016 - Denver



June 9 2015 - Denver

Newsletter

Join our newsletter today and start getting closer to what you ought to know.

Submit

Get Social

We'd love to connect with you on various networks to help keep you informed.

Contact US

We would love to hear from you and chat about how we can help your business.

info@destimetrics.com

(303) 722-7346

Get A Quote

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**Board Review and Comment Requested**

Subject: Placer County Contract Compliance #12.4
WEBSITE SERVICES MANAGER RFP PROCESSES

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- The NLT Marketing Cooperative distributed a RFP for the services of Website Content Manager to a national database and to regional businesses. Shelley Fallon of Fallon Multimedia was the only company to reply with a full proposal.
- -- The NLTMC would like to continue with working with Fallon Multimedia for a three year term.
- -- The NLTMC did not want to execute this agreement without input and review from the Board of Directors.
- -- Please provide any feedback and recommendations on the attached Contract so the NLTMC can execute this contract.



north lake tahoe

Administering Agency: North Lake Tahoe Marketing Cooperative

Contract Description: GoTahoeNorth.com Website Content Manager

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Tahoe City, California, as of October 8, 2015, by and between the North Lake Tahoe Marketing Cooperative, ("NLTMC"), and Fallon Multimedia ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Attachment A.1, and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in Attachment A.1.
2. **Payment.** NLTMC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment A.2. The payment specified in Attachment A.2 shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to NLTMC in the manner specified in Attachment A; or, if no manner be specified in Attachment A, then according to the usual and customary procedures which Consultant uses for billing clients similar to NLTMC. The amount of the contract shall not exceed Forty Three Thousand Dollars (\$43,000), without advanced written approval from NLTMC.
3. **Facilities, Equipment and Other Materials, and Obligations of NLTMC.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Attachments.** All Attachments referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Attachment A.2 shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an Independent Consultant and shall not be an employee of the NLTMC. NLTMC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. NLTMC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

7. **Licenses, Permits, Etc.** Consultant represents and warrants to NLTMC that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to NLTMC that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Insurance.** Consultant shall file with NLTMC a Certificate of Insurance, with companies acceptable to NLTMC, with a Best's Rating of no less than A-:VII showing the following coverage:
 - General Business Liability Insurance
10. **Consultant Not Agent.** Except as NLTMC may specify in writing Consultant shall have no authority, express or implied, to act on behalf of NLTMC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to bind NLTMC to any obligation whatsoever.
11. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of NLTMC, said approval to be in the sole discretion of NLTMC.
12. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the NLTMC, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from NLTMC of the desire of NLTMC for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Attachment A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the Project Team by Consultant without the prior written consent of NLTMC shall be grounds for cancellation of the agreement by NLTMC, and payment shall be made pursuant to Section 14 (Termination) of this Agreement only for that work performed by Project Team members.
13. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to NLTMC pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

14. **Termination.**

- A. NLTMC shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event NLTMC shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event NLTMC shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) NLTMC shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) NLTMC shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by NLTMC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Attachment B, and further provided, however, NLTMC shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to NLTMC such financial information as in the judgment of the NLTMC is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which NLTMC may have in law or equity.
- B. Consultant may terminate its services under this Agreement upon sixty - (60) working days' advance written notice to the NLTMC.

15. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to NLTMC, and NLTMC shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until NLTMC is satisfied that work of such value has been rendered pursuant to this agreement. However, NLTMC shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of NLTMC, and Consultant agrees to deliver reproducible copies of such documents to NLTMC on completion of the services hereunder. The NLTMC agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

20. **Conflict of Interest.** Consultant certifies that no official or employee of the NLTMC, nor any business entity in which an official of the NLTMC has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the NLTMC.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of NLTMC and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 14, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the NLTMC of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

NLTMC

Attn: JT Thompson
NLTRA
PO Box 1757
Tahoe City, CA 96145

Phone 916-581-8709

FALLON MULTIMEDIA

Attn: Shelley Fallon
15920 Thompson Lane
Reno, NV 89511

Phone: 530-412-1259

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

NORTH LAKE TAHOE MARKETING COOPERATIVE

By: _____

Date: _____

Printed Name/Title: _____

FALLON MULTIMEDIA

By: _____

Date: _____

Name: _____

* Title: _____

Attachments

A. Scope of Work & Payment for Services Rendered

ATTACHMENT A

Scope of Work and Payment for Services Rendered

1. SCOPE OF WORK

- Maintaining the association's website publication strategy as well as creating, formatting and editing web content and layout design.
- Communicate site issues and make recommendations on improvements and enhancements.
- Maintain search engine optimization for all listings on website, website analytics, and campaign performance tracking.
- Create SEO and metadata content within the site.
- Continue knowledge of the North Lake Tahoe area and upcoming events.
- Manage day to day updates and publication work flow via emails, phone calls and meetings.
- Create listings and special landing pages.
- Create custom graphics and consistent messaging within the site, adhering to the North Lake Tahoe's Resort Association's brand strategies.
- Receive and resize/crop images to exact sizes to upload to the Word Press template framework. Enhancing and retouch images to create better quality photos.
- Add events, video, images and other important content to improve the site experience.
- Check the site daily for errors, broken links, functionality issues and approve pending events and pending page edits.
- Attend monthly marketing committee meetings in Tahoe City, CA in order to stay updated on area campaigns and initiatives.
- Report to the marketing committee monthly. Report is due by 12:00 P.M. (noon) the Thursday prior to each meeting.

2. PAYMENT SCHEDULE

- Hours per month 75 hours
- Hours per month include, but may not be limited to the methodology and creative abilities listed in \$3,583.33 per month
- Total amount of contract by year \$ 43,000 per year
- A retainer will be sent 3 weeks in advance for the month's service, due on the 5th of each month.
- Additional graphic design or other work not listed within this scope of services will be negotiated, estimated and billed at the additional agreed amount.
- A tracking list of hours worked and tasks associated with those hours will also be provided on a monthly basis.



Memorandum

Date: September 25, 2015

To: Marketing Committee

From: JT Thompson, Tourism Director

A handwritten signature in blue ink, appearing to be "JT Thompson", written over the "From:" line.

RE: RFP Process for Website Content Manager

As part of the Agreed Upon Procedures Corrective Action Plan we put out a Request for Proposal to comply with the County Contract on September 1st. We did not have a formal current contract with Fallon Multimedia. We had been operating off an automatically renewed one year contract from 2013.

To date we have only received one response from the RFP submitted through local channels and www.rfpdb.com a national web based RFP database.

The NLTMC is very satisfied with the scope of work that Shelley has done over the past 10+ years and wants to continue working with her on an annual basis. At this time, staff is recommending that the Marketing Committee recommend to the Board of Directors to review and approve a three year agreement for Fallon Multimedia.

If approved, a formal agreement with the current terms outlined in the proposal will be presented to the Board of Directors for review and submitted to the County by Oct. 8, 2015 to comply with the AUP.

Thank you for your consideration.

JT Thompson

Request for Proposals for Website Content Manager



north lake tahoe

North Lake Tahoe Marketing Cooperative
PO Box 5459
Tahoe City CA. 96145

September 1, 2015

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1. INTRODUCTION

The North Lake Tahoe Resort Association and the Incline Village Crystal Bay Visitors Bureau (The Agencies) are soliciting a Request for Proposal (RFP) with the intent of contracting the services for a **Website Content Manager** for GoTahoeNorth.com on behalf of the North Lake Tahoe Marketing Cooperative (NLTMC). The successful individual/firm shall assist in maintaining the website strategy as well as creating, formatting and editing web content and layout design.

Submit all inquiries regarding this RFP to:

JT Thompson
 North Lake Tahoe Resort Association
 PO Box 5459
 Tahoe City, CA 96145
 jt@GoTahoeNorth.com
 Phone: (530) 581-8709
 Fax: (530) 581-8709

2. BACKGROUND INFORMATION

The North Lake Tahoe Resort Association (NL TRA) is an association of related and coordinated services provided to our members and the community at large. These services include operation of the Tahoe North Visitors and Convention Bureau and the North Lake Tahoe Chamber of Commerce. The NL TRA has an agreement for services with Placer County. Through this agreement, the NLTRA receives Placer County Transient Occupancy Tax (TOT) funds to provide "a full spectrum of management activities for tourism marketing and visitor services for businesses of the North Lake Tahoe area". The NLTRA also serves as a partner with Placer County and other local organizations and agencies in the development and funding of infrastructure, transportation and strategic planning projects designed to enhance tourism and community quality of life for the benefit of all in the North Lake Tahoe region. To guide its work, the NL TRA has developed and adopted the North Lake Tahoe Tourism and Community Investment Master Plan (June 2004) which has also been adopted by the Placer County Board of Supervisors.

The Incline Village Crystal Bay Visitors Bureau (IVCBVB) is the public organization responsible for destination marketing for the North Shore, Nevada side of Lake Tahoe. Operating primarily from a percentage of lodging room tax collected by the Reno Sparks Convention and Visitors Authority allocated to the organization, the IVCBVB conducts advertising, promotions, public relations and special events programs to promote tourism for the Lake Tahoe portion of Washoe County, NV. The IVCBVB's mission is "to encourage tourist visits and ultimately enhance the occupancy and revenues for lodging facilities in the Incline Village and Crystal Bay areas". The IVCBVB will offer the most current marketing and sales support, produce appropriate special events, publish targeted advertising and collateral, and provide visitor services and information.

The North Lake Tahoe Marketing Cooperative (NL TMC) is a cooperative agreement between the NL TRA and the IVCBVB to market and position the region as one tourism destination. The NL TMC is designed to present the North Lake Tahoe area under one brand umbrella, with one consistent creative execution, one call to action, and a single Web site for fulfillment and referrals to area businesses and constituents. The NL TMC is overseen by the Cooperative Marketing Committee consisting of 4 members from each entity. This committee, with input and direction from each organization, directs the implementation of the NL TMC marketing efforts.

Once selected, the individual/firm will be contracted for a three year period to provide the scope of services outlined in Section 5.

3. RFP SCHEDULE

The Agencies have established the following target dates for processing the RFP. The schedule for evaluation and award of this RFP is subject to change and can be affected by various intervening events.

- Release Date: September 1, 2015
- Qualified Proposals Due: September 15, 2015
- Evaluation and Interviews (if needed): September 21, 2015
- Selection Committee Recommendation for Approval to NLTMC Committee

- Execution of Agreement between the Successful Bidder and the IVCBVB and the NLTRA: September 24, 2015

4. SCOPE OF ANTICIPATED SERVICES

The successful Contractor will be required to provide professional consulting and other services upon request by the NLTMC. Such services may include, but are not limited to:

- Must have at least 3 years' experience as a web content specialist. Not an entry level position.
- The Web Content Manager is responsible for maintaining the association's website publication strategy as well as creating, formatting and editing web content and layout design.
- Must have a knowledge of web applications and basic functionality with excellent problem solving skills.
- Required to communicate site issues and make recommendations on improvements and enhancements.
- Ability to work in a fast paced environment and respond to tight deadlines on a daily basis.
- Familiarity with search engine optimization, website analytics, and campaign performance tracking. Must be able to create SEO and metadata content within the site.
- Must be highly motivated, experienced web content specialist with leadership skills, problem solving skills and the ability to work well and handle requests from staff and many various businesses within the community.
- A vast knowledge of the North Lake Tahoe area is required.
- Ability to manage day to day updates and publication work flow via emails, phone calls and meetings.
- Applicant must be a highly skilled writer, editor and content developer with professional level skills in the English language including editing and proofreading.
- Must have experience in marketing and graphic design to create custom graphics and consistent messaging within the site, adhering to the North Lake Tahoe's Resort Association's brand strategies.
- Experience in working with outside design and PR agencies to create brand consistency.

- Ability to receive and resize/crop images to exact sizes to upload to the Word Press template framework along with experience in enhancing and retouching images to create better quality photos.
- Must have excellent research skills to add events, video, images and other important content to improve the site experience.
- Proficiency in computer software such as Windows, MS Office, Adobe Creative Suite (Photoshop), as well as experience with social networking websites.
- Applicant must be able to check the site daily for errors, broken links, functionality issues and approve pending events and pending page edits.
- Must be able to attend monthly marketing committee meetings in Tahoe City, CA in order to stay updated on area campaigns and initiatives as well as the ability to give a report to the committee at each meeting.

5. PROCEDURES AND PROTOCOLS

- The NLTMC or its designee will review and sign off on all projects on GoTahoeNorth.com.
- The Contractor shall communicate the progress of work to the NLTMC through preparation and submittal of monthly written status reports, and through periodic meetings with the NLTMC or its designee, at intervals as specified by the NLTMC.
- The contractor shall promptly notify the NLTMC of events which have a significant impact on contract work, including (1) problems, delays or adverse conditions which will prevent the meeting of time or work schedules, and (2) favorable developments which will enable meeting time or work schedules sooner than anticipated.
- The Contractor shall assist the NLTMC in maintaining a system for website updates and procedures.

6. PREPERATION OF SUBMITTAL - REQUIRED CONTENT

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of the RFP. However, descriptions that tend to be excessive, not "to the point" or too wordy may not be considered favorably.

Document pages shall be 8" x 11" in size or folded to such a size.

All submittals shall contain the following elements, and in the order given:

- **Cover Letter with the following information**
 - Name and mailing address of your firm (include physical location in addition if mailing address is a PO Box).
 - Contact person, telephone number, fax number and email 6.1.3 A statement that the submitting firm will perform the services as described in this Scope of Services
- **Signatory Requirement.** The Cover Letter must be signed by an officer empowered by the Contractor to sign such materials and thereby commit the Contractor to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the vendor to adhere to the provisions described in the RFP. As such, submittals which are signed:
 - For a partnership, shall be signed in the firm name by a partner
 - For a corporation, shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation.
 - By an individual doing business under a firm name, shall be signed in the name of the individual doing business under the proper firm name and style.
 - Firm Description. A description of the firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and the number of employees. This section shall include the pertinent qualifications of personnel (including sub-contractors) to be used.
- **Experience and Expertise.** Provide a summary of the firm's (including sub-contractors) experience as it relates to the required services. Contractors or agencies with more than 3 years of experience in providing website management services are preferred and may be scored higher in the Evaluation Criteria.
- **Methodology and Creative Abilities.** Provide a general methodology for accomplishing services you are capable of providing. Provide a brief response for each that demonstrates an understanding of the key elements of the project as they relate to the services required herein including development and administration.
- **References.** List references, including current contact name and telephone number for at least three different relevant projects. Reference should be individuals who have direct experience with the Contractor on the project cited. References will be contacted for information relating to the preceding sections as well as reliability information.
- **Price Schedules.** Provide a complete fee schedule for all services to be delivered including hourly rates. The fee schedules provided in the response shall be the maximum rates to be charged during the first year of the effective period of the agency of record contract and qualified list. Any requests for rate increases after the first year shall be submitted in writing to the NLTMC or its designee no less than 30 days in advance of such a rate increase, and shall not exceed an increase of over 5% from prior year.

- **Required Statements.** Include statements of assurance regarding the following requirements: Non-substitution for the designated members of the team without approval by the NLTMC (Section 9.0), non-conflict of interest (Section 11.0), and non-collusion (Section 12.0).

7. SUBMITTAL INSTRUCTIONS

- One original and four (4) copies of the RFP shall be received no later than the date and time indicated in Section 3.0 at the office of the North Lake Tahoe Resort Association, 100 North Lake Blvd., Second Floor, Tahoe City, CA 96145 or at PO Box 5459, Tahoe City CA, 96145.
- Submit Attachment A – Price Schedule with a complete listing of services and associated fees.
- RFP's submitted to a location other than the above will not be considered duly delivered or timely. Neither the NLTRA nor the IVCBVB will be responsible for re-routing RFP's delivered to a person of location other than the specified above.
- Late RFP's shall not be accepted under any circumstance.
- Cost of preparation of RFP will be borne by the submitter.
- The Agencies reserve the right to waive minor defects and/or irregularities in submittals, and shall be the sole judge of the materiality of any such defect or irregularities.

8. EVALUATION CRITERIA

Each submittal will be rated using the following criteria and scoring:

Experience and Expertise	30%
Methodology and Creative Abilities	30%
Facilities and Resources	25%
Cost	15%

9. SELECTION PROCEDURE

- RFP's will be reviewed for responsiveness and responsive submittals further be screened by an evaluation committee in accordance with the criteria listed above. The firms submitting the most highly rated responses may be invited for interviews.

- The Agencies reserve the right to make an award without further discussion of the submittal with the offeror(s). Therefore, the RFP should be submitted initially on the most favorable terms that the responding firm may propose.
- The Agencies reserves the right to award a contract to the firm(s) who, in the sole judgment of the Agencies, provides the most favorable response(s) to the RFP pursuant to the Evaluation Criteria listed above.
- The Agencies reserve the right to reject any or all RFP's, or to waive minor irregularities in said RFP's, or to negotiate minor deviations with the successful firm(s).
- The selection committee will be made up of members of the North Lake Tahoe Marketing Cooperative, a committee made up of members of both the NLTRA and the IVCBVB.

10. **ASSURANCES OF DESIGNATED TEAM**

Responding firms shall assure that the designated staff, including sub-contractors, is used for the work described in the RFP. Departure or reassignment of, or substitution for, and member of the designated team or sub-contractors shall not be made without prior notification to Agencies.

11. **NON-APPROPRIATION**

The Agencies may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by each governing body to continue services for which the contract was intended.

12. **CONFLICT OF INTEREST**

The contractor shall warrant that no official or employee of the Agencies has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed during the performance of such contract without immediate divulgence of such fact to the Agencies.

13. **NON-COLLUSION**

Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

14. **ADDITIONAL SERVICE**

Contractor agrees that from time to time the Agencies, independently and separately, may require additional services to be performed that our outside of this contract with the NLTRC. These services will be estimated and billed separately.

15. **OPEN MEETING LAW**

NRS Chapter 241 provides that public business will be conducted in compliance with open meeting law requirements.

16. **PROCUREMENT POLICY**

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 contract/grant from the NLTRA to provide project, program, service and/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.

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 \$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, including milestones for completion, and inserted in all contracts prepared by NLTRA and/or contractor/vendor acting as a third party contractor. This provision is applicable to a government entity/non-profit benefit corporation, under contract with NLTRA to provide a project, program, service, and/or support, that sub-contracts any portion of the contract to a third party entity. It is not applicable to NLTRA cooperative programs with membership/partnership organizations, such as RASC, SSAC, and Ski Lake Tahoe which qualify for competitive bid exemptions. For additional information, please refer to the NLTRA *Supplemental Operating Procedures and Policies.* ”

17. 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.

Request for Proposal

Website Content Manager

September 21, 2015



Another great Lake Tahoe Autumn Food and Wine Festival was celebrated this year! Thank you to everyone who came out for the experience. Make your plans for next year's Lake Tahoe Autumn Food and Wine Festival on September 9 – 11, 2016.

● AFW 2015 Winners & Highlights

SEPTEMBER 11 – 13, NORTHSTAR CALIFORNIA

Celebrate the 30th anniversary of Lake Tahoe's most prestigious food, wine, spirit and brew festival in the outdoor splendor of Northstar California Resort. Celebrity Chef's hands on cooking demonstrations, Farm to Tahoe dinner, winemaker luncheons and dinners, food and wine seminars, mixology . . . all topped off with the Sunday Culinary Competition and Grand Tasting.

Along with the Lake Tahoe Autumn Food and Wine events, we have several additional Fall Culinary Adventures like local Farmer's Markets, Alpen Wine Festival at Squaw Valley, Farm to Peak Dinner at Homewood, Guitar Strings and Chicken Wings at Squaw Valley, and the Thunderbird Lodge Winemaker Dinner. You may need to stay awhile...

SCROLL DOWN FOR THE SCHEDULE, VENDORS, WINERIES AND RESTAURANTS FROM 2015...

Contractor: Fallon Multimedia

Owner, Shelley Fallon

15920 Thompson Lane | Reno, NV | 89511

530-412-1259

fallonmultimedia.com

Type of Business: Sole Proprietor

DUNS #: 14-914-6453 | NAICS #: 541430 | CAGE #: 347Y8



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professional creative services

JT Thompson
North Lake Tahoe Resort Association
PO Box 5459
Tahoe City, CA 96145

September 21, 2015

Dear JT:

Thank you for the opportunity to submit a proposal for the Web Content Manager of www.gotahoenorth.com. For the past five years I have had the pleasure of working as a GoTahoeNorth (GTN) team member, completing the tasks of the GTN Web Content Manager. Working for GTN has provided a full understanding of the scope of work associated with this position. I began working for the North Lake Tahoe Resort Association (back when it was still the Tahoe North Visitors and Convention Bureau) in 1988, ending my employment with NLTRA to pursue my own business in the North Lake Tahoe community in 1999. I maintained a working relationship with the NLTRA and the Incline Village Crystal Bay Visitors Bureau since opening Fallon Multimedia, working on various design and community projects with both entities. Working with staff from both organizations has been one of the highlights of my professional career and I look forward to a future relationship.

Over the years I have helped create, develop, enhance, edit and oversee the content of the GTN web site in both its later form from 2010 and its new Word Press format which launched in June of 2015. As a trained graphic designer, copywriter and marketing expert, I have a full knowledge of the importance of adhering to brand strategies and marketing objectives and work well with agencies maintaining campaigns. I also offer innovative ideas, regional expertise and a passion for quality to the GTN site. My years of experience as Web Content Manager for GTN has connected me with many different web applications and operating systems. I have advanced experience in functionality, SEO optimization, analytics and tracking as well as writing SEO and meta-data content. Over the past five years I have successfully solved many technical issues within the site without help from the expensive web developers.

Another example of what I offer is my ability to work well within a collaborative environment. My experience involves years of working not only with NLTRA and Incline Village Crystal Bay VCB staff, but my long-standing service to the North Lake Tahoe community over the past 27 years has put me in a position to get to know most of the business owners and managers in the region. I attend regular marketing committee, regional and staff meetings and offer input whenever my expertise is needed.

I am well-versed at leading the GTN team on all aspects of the site including any problems or issues that arise or any positive suggestions that may help improve the functionality. The GTN site is not a Monday through Friday, 9-5 position. It needs attention from the content manager on a daily basis to check functionality and fix errors. It demands someone who can adhere to requests and tight deadlines and use their highly skilled expertise to maintain the site.... That someone is me and I would like to continue to perform the tasks of Web Content Manager for the North Lake Tahoe Coop as described in this scope of services.

Sincerely,

Shelley A. Fallon

Experience and expertise

Fallon Multimedia | Shelley Fallon

Fallon Multimedia is a well-established web content, marketing, public outreach and design business offering award-winning services for a variety of clientele in the North Lake Tahoe, Truckee and Reno area for the past 17 years. I approach each project with passion, a commitment to quality and a vision for creativity and simplicity. My vast range of expertise and experience has proven a valuable asset to my clients who range from all levels of government to international corporations to non-profit organizations. For more information on my past and present clients, please visit www.fallonmultimedia.com

Here is a short list of my capabilities and why you should keep me around:

- Lived and worked in the North Lake Tahoe area for 27 years which has given me a vast knowledge of the entire region.
- Over five years of web content management experience.
- Part of the current GTN development team.
- Highly trained graphic designer with the ability to design, enhance, resize and create stunning visual content.
- Proficient in Office, Adobe Creative Suite and other types of resource software.
- Complete understanding of what it takes to adhere to brand strategies as well as adept at creating marketing and brand concepts.
- Highly skilled at researching and obtaining content such as imagery, events and video.
- Expert in the field of writing, proofing and editing copy content.
- Ability to create SEO and meta-data copy requirements and familiar with SEO, analytics and tracking.
- Excellent problem solving skills along with being extremely resourceful.
- Always on time with requests and day to day tasks with the ability to work on tight deadlines without freaking out.
- Skilled in communicating with staff and working as a team member with the ability to take on a leadership role when needed.
- Experienced and successful in working side by side on marketing strategies with companies such as high-end design firms and PR agencies.
- Able to create well-designed email blasts and flyers, directed at local businesses in order to enhance content.
- Recognized by peers as a business professional who goes above and beyond expectations.

Methodology and creative abilities

I am highly experienced at the daily tasks and projects relating to the scope of work outlined in this RFP. While there may be different projects or requests from day to day, there is a series of steps I follow. These steps include, but are not limited to:

Daily Check List

- Check the front end of the site for any errors or issues.
- Proof and make content edits throughout the site.
- Showcase three important events on the home page.
- Find and change out any stale or invalid content.
- Work on improving SEO and meta-data content throughout the site in all categories.
- Communicate with staff and team of any issues or pending problems within the site.

Posting and Approving Outside Data

- Approve any pending events, deals, pages or listings including choosing a deal of the day and highlighting events.
- Approving or marking as spam any comments made on the site.
- Uploading press releases sent by PR agency.

Content Development

- Work with staff and team on any new projects within the site and collect all assets needed to create new pages or listings.
- Professionally design pages for various subjects such as events and recreation, based on current brand strategies.
- Work with images in Photoshop to enhance quality or resize to fit the parameters of the site.
- Research and post events, video, imagery and interesting tidbits to enhance the site.
- Contact event producers and businesses requesting updated content.
- Write copy and messaging for various parts of the site, based on current brand strategies.
- Create new listing pages for businesses.

Added Bonus Items

- Create professionally designed email blasts directed at local businesses in order to enhance the site content - up to 5 per year.
- Design professional flyers relating to site content such as wellness and recreation events - up to 3 per year.

Additional Pieces

- Track tasks and hours spent and give a report to staff monthly.
- Attend monthly marketing committee meetings and give an exciting report on the web site.
- Attend staff or team meetings as needed.

Facilities and resources

My office is a state-of-the-art studio with updated software such as Adobe Creative Suite and Office. Fallon Multimedia has all the technology needed in order to survive as a business in this fast-paced world including high speed internet, business applications and software applications such as Skype, Dropbox, Hightail, WeTransfer, Ring Central and several conference calling service providers.

Contractor: Fallon Multimedia

Owner, Shelley Fallon

15920 Thompson Lane | Reno, NV | 89511

530-412-1259

fallonmultimedia.com

Type of Business: Sole Proprietor

DUNS #: 14-914-6453 | NAICS #: 541430 | CAGE #: 347Y8

References

Dawn Spinola | RenoEgg

775-527-1522

Designed the web site, banners, advertisements and additional collateral for Reno Egg. Handled web content management for RenoEgg for over 3 years.

Andy Chapman | Incline Village Crystal Bay Visitors Bureau

775-832-1606

Originally hired me to do this awesome job and is familiar with my capabilities.

JT Thompson

539-581-8709

JT knows my skills set well as we have worked closely together on the birth of the new Word Press site.

Price schedule

The following list is a breakdown of costs for the Web Content Manager position for www.gotahoenorth.com.

Hours per month	75 hours
Hours per month include, but may not be limited to the methodology and creative abilities listed in Fallon Multimedia's RFP for the scope of services for Web Content Manager of GTN.	\$3,583.33 per month
Total amount of contract by year	\$ 43,000 per year

A retainer will be sent 3 weeks in advance for the month's service, due on the 5th of each month. Any additional graphic design or other work not listed within this scope of services will be negotiated, estimated and billed at the additional agreed amount. A tracking list of hours worked and tasks associated with those hours will also be provided on a monthly basis.

Required statements

Shelley Fallon of Fallon Multimedia, sole proprietor, will be the designated contact and team member for this scope of services and no other agency will be hired to perform the tasks of the Web Content Manager.

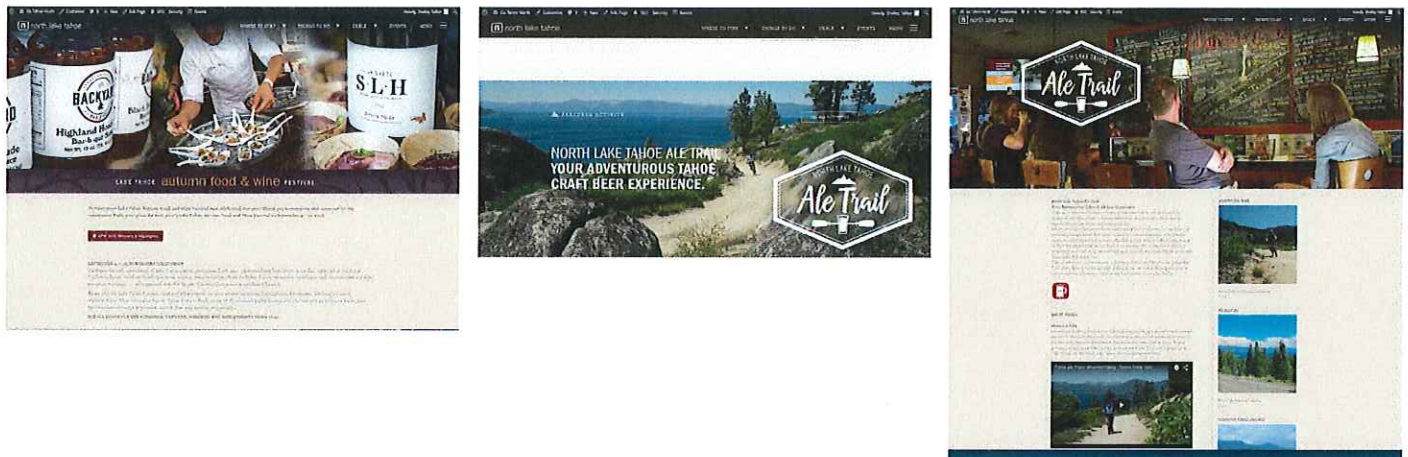
Shelley Fallon of Fallon Multimedia hereby states that there is no conflict of interest arising out of this scope or services.

Samples

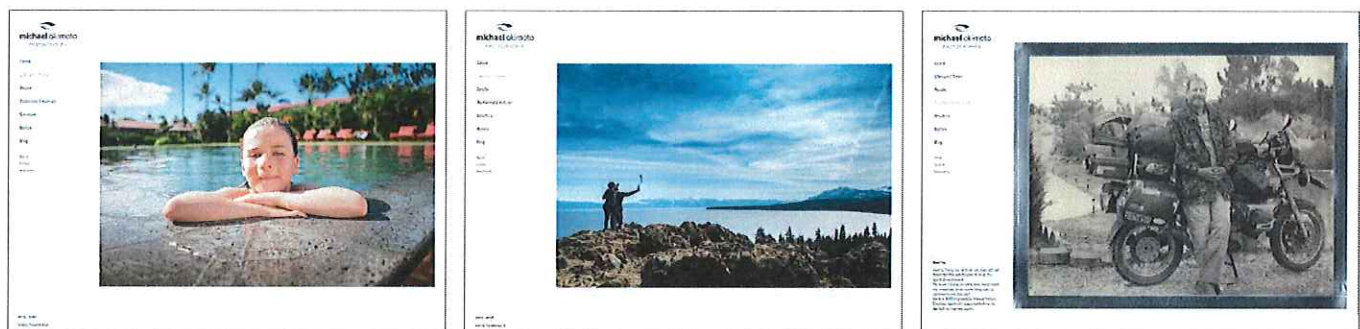
The best place to see design and communication samples for Fallon Multimedia is:

www.fallonmultimedia.com

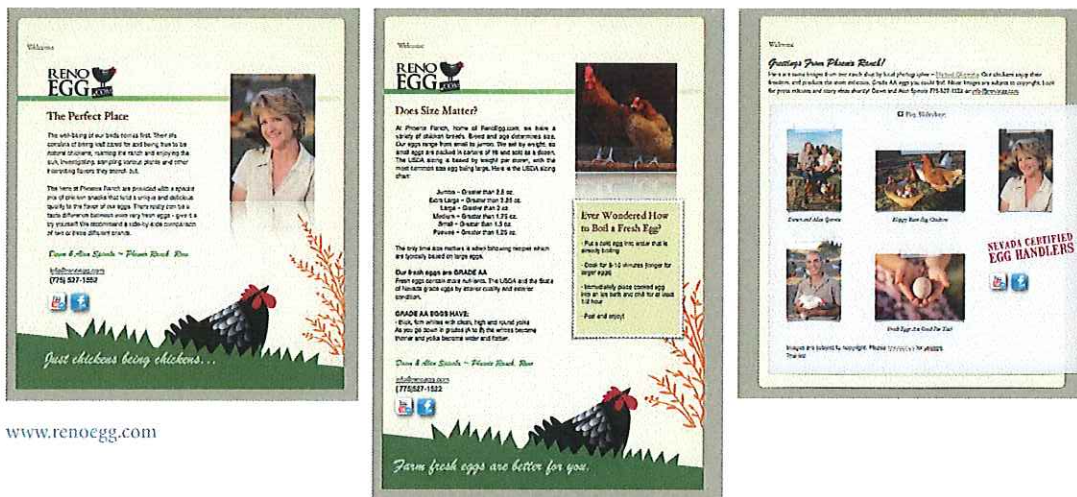
Below are some creative and content styles of the current GTN and previous sites Fallon Multimedia has worked on.



www.gotahoenorth.com



www.michael-okimoto.com



www.renoegg.com

**Board Review and Comment Requested**

Subject: Placer County Contract Compliance #12.5
SCHOOL OF THOUGHT CONTRACT ADDENDUM

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- The NLT Marketing Cooperative added a contract addendum to the current agreement with School of Thought.
- -- This addendum brings the original contract into compliance with the agreement between Placer County and NLTRA.
- -- Attached documents: Addendum; Original LOA; 15-16 Budget Breakdown and Scope of Work Review



north lake tahoe

Addendum

Updated contract language for use of Placer County TOT Funding

Between North Lake Tahoe Marketing Cooperative and School of Thought.

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

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

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

Local Vendor Opportunity

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

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

NORTH LAKE TAHOE MARKETING COOPERATIVE

By: _____

JT Thompson
Tourism Director , NLTRA

Date: _____

SCHOOL OF THOUGHT

Signature: _____

Name: _____

Title: _____

Date: _____

MARKETING SERVICES AGREEMENT FOR ADVERTISING, MARKETING, AND MEDIA SERVICES BETWEEN
SCHOOL OF THOUGHT AND THE NORTH LAKE TAHOE MARKETING COOPERATIVE

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This AGREEMENT is effective as of the 1st day of November 2012

BETWEEN:

- (1) School of Thought, Inc., a company incorporated in the State of California and having its principal place of business at 660 Market Street, Suite 300, San Francisco, CA 94104 ("Agency"); and
- (2) North Lake Tahoe Marketing Cooperative, a marketing cooperative created by the North Lake Tahoe Resort Association 100 North Lake Boulevard, Second Floor, Tahoe City, CA 96145 and the Lake Tahoe Incline Village Crystal Bay Visitors Bureau, 969 Tahoe Boulevard, Incline Village, NV 89451 ("Clients").

WHEREAS:

- (A) The Client wishes to appoint the Agency to provide, and the Agency has agreed to provide strategic brand development and marketing communication services, advertising, creative, media, and direct marketing (both off and online) services to the Client and its Affiliates (as outlined in Exhibit A).
- (B) The parties have entered into this Agreement to document the terms and conditions for the provision of such services.

IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Agreement, except so far as the context otherwise requires, the following words shall have the following meanings:

"Advertising"	means all advertising and other promotional materials produced by the Agency for the Client pursuant to a Scope of Work, a form of which is set forth in Exhibit A hereto, under this Agreement;
"Affiliates"	means in relation to the Agency, those companies, divisions or subcontractors within the Agency network that are Controlled by Agency or under common Control with the Agency that agree to provide Services from time to time; with regard to the Client, "Affiliate" means any person or entity Controlling, Controlled by or under common Control with the Client;
"Advertising Material"	means all artwork, copy, models, designs, photographs, software and all other material created pursuant to a Scope of Work by the Agency for the Advertising in connection with this Agreement by directors or employees of the Agency which is incorporated into Advertising during the term of this Agreement;
"Agency Material"	means all materials owned by or licensed to Agency prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or

	proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by Agency in the general conduct of its business including those developed during the provision of services to Client.
"Agreement"	means this agreement and all attachments, Exhibits or addendums thereto;
"Business Day"	means a weekday (not being a public holiday in the U.S.) on which banks are open for the transaction of general banking business in the U.S.;
"Commissioned Material"	means all artwork, copy, models, designs, photographs, software, films, sound recordings and all other material the creation of which is commissioned by the Agency from third parties during the term of this Agreement for the Advertising;
"Control"	means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that second entity. The terms "Controlling" and "Controlled" shall have a corresponding meaning;
"Effective Date"	means November 1, 2012
"Existing Material"	means any photograph, TV program, feature film, character, music, sound recording, performance, book, painting, software or any other material protected by Rights, created by a third party and in existence at the time it is desired to make use of it for the purposes of the Advertising;
"Moral Rights"	means any rights to claim authorship of any deliverable or other tangible work product, to object to or prevent the modification or destruction of any such deliverable or other tangible work product, to withdraw from circulation or control the publication or distribution of any such deliverable or other tangible work product, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right".
"Rights"	means any copyright, extended or revived copyright, design right, registered design right, patent right, performer's property right, trade mark, database right or any similar intellectual property right exercisable in the United States;
"Services"	means the services and deliverables to be provided by the Agency to the Client set out in Exhibit A;

"Term" means the period from the Effective Date until the termination of this Agreement;

"Territory" means the United States and the Internet.

1.2 The headings in this Agreement are inserted for ease of reference only and are not to be taken into account in the construction and interpretation of this Agreement.

1.3 Unless the context otherwise requires:

1.3.1 the singular shall include the plural and vice versa;

1.3.2 references to a person include references to an individual, a firm, a body corporate, a partnership or an unincorporated association;

1.3.3 references to clauses and Exhibits shall mean the clauses in, and Exhibits attached to, this Agreement;

1.3.4 references to writing include any method of reproducing words in a legible and non-transitory form;

1.3.5 references to a statute or a statutory provision include a reference to that statute or provision as from time to time modified, extended, replaced or re-enacted;

1.3.6 references to "includes" or "including" shall mean "includes without limitation" or "including without limitation"; and

1.3.7 references to the "Parties" shall mean the parties to this Agreement.

1.4 The Exhibits shall have effect as being part of this Agreement and may be varied from time to time by written agreement between the Client and the Agency.

2 Effective Date and Term of Agreement

2.1 This Agreement shall take effect as of November 1, 2012.

2.2 This Agreement shall, subject to clause 11, shall continue for a period of three (3) years ("Initial Term") from the Effective Date following which time the Agreement may be renewed for additional one (1) year terms ("Renewal Term") upon mutual agreement in writing.

3 Performance of the Services

3.1 The Client has agreed to appoint the Agency, and the Agency has agreed to accept such appointment, to provide the Services to the Client and its Affiliates during the Term of this Agreement in the Territory in accordance with the terms and conditions set out in this Agreement.

3.2 Hereafter in this Agreement references to the Agency shall, where appropriate, also be deemed to refer to one or more of those Agency Affiliates that have agreed to provide

- 4.1.4 the Agency shall, notwithstanding such subcontracting, remain responsible for the proper performance of any Services so sub-contracted or delegated.
- 4.1.5 unless the Agency has obtained the Client's prior agreement in writing to pay for the fees of any sub-contractor the fees of such sub-contractor shall be borne by the Agency out of the fees paid to it by the Client under this Agreement; and
- 4.1.6 in no event shall the Client, unless mutually agreed to in writing, be required to pay more fees or charges than if such subcontracting or agency had not been utilized by the Agency.

5 Meeting and Reporting Requirements

- 5.1 The parties agree to review the performance of the Agency on a continuous basis, including reviewing the work carried out by the Agency against the tasks described in Exhibit A. The time, cost and effort that would otherwise have been spent on deliverables and services that the parties agree do not have to be carried out shall be reallocated to other deliverables and services as may be agreed from time to time by the Parties.
- 5.2 Upon request by the Client, the Agency shall keep the Client updated as to the status of performance of the Services and any Advertising created and stored by the Agency for the account of the Client.
- 5.3 Agency will maintain records of all financial and non-financial transactions relating to this Agreement for a period of at least three (3) years after the termination or expiration of this Agreement. In addition, Agency shall, on an annual basis, provide Client with true and complete copies of information on existing insurance coverage. Such requests by Client shall be limited to not more than twice in any calendar year.

6 Amendments

- 6.1 The Client may from time to time request the Agency to cancel or amend any work in progress. The Agency shall take all reasonable steps to do so within its contractual obligations to suppliers.
- 6.2 In the event of such cancellation or amendment, the Client will reimburse and/or assume responsibility for any irrecoverable costs which the Agency may incur in carrying out Client's instructions (including charges imposed on or costs incurred by the Agency from third parties for the cancellation or amendment), provided that the Agency shall use its reasonable endeavors to minimize the cost of such charges.

7 Fees, Expenses, and Invoicing

- 7.1 In consideration for the Services provided by the Agency, the Client shall pay to the Agency the fees and charges as set out in Exhibit B, which may be amended from time to time as agreed in writing between the parties.
- 7.2 Client shall also reimburse Agency for all out of pocket expenses incurred by Agency in connection with providing the Services hereunder. Agency shall require Client's prior written approval before incurring any such expenses greater than \$1,000.00.

a deliverable item and title remains with the Agency. Finish art, as distinct from finished art matter, is a deliverable item and shall belong to the Client as set forth above.

- 9.2 For the avoidance of doubt, the Agency retains all of its Rights, title and interest in and to (including, without limitation, the unlimited right to use) the Agency's proprietary information or other Agency Materials not prepared for the Client and/or its Affiliates pursuant to this Agreement.
- 9.3 Regarding any Commissioned Material or Existing Material, which will be incorporated into the Client's advertising, the Agency will use reasonable endeavors to obtain (at pre-agreed cost to the Client) an unconditional written assignment to the Client of all Rights in such Commissioned Material and/or Existing Material. The Agency shall notify the Client in writing of those third party restrictions that apply to the use of Commissioned Material or Existing Material in the Advertising as contemplated by the Parties pursuant to the applicable Scope of Work and Agency shall negotiate with the owner of such Rights to obtain such usage rights as determined by the Client, at pre-agreed cost to the Client.
- 9.4 The copyright in any underlying software in any electronic advertising materials is not generally assigned to the Agency and so any use by the Client of these materials will be subject to the rights of third parties and any assignment of such rights will be made only by special arrangement on terms indemnifying the Agency against subsequent claims by those third party rights owners.
- 9.5 The Client understands that the Advertising has been or will be developed and produced for use as traditional advertising and the Client agrees not to use (or permit the use of) any Advertising, creative work or any other materials or ideas supplied by the Agency (or anything incorporating or derived therefrom) as a television program, film, or other entertainment vehicle or production, or to use any of such advertising materials, creative work or any other materials or ideas (or anything incorporating or derived therefrom) outside of the agreed scope and whether or not for any revenue generating purpose, except on terms agreed upon in writing by the Agency. For the sake of clarity, Client is not restricted from using the Advertising to produce print collateral for use at trade shows, conventions, or similar events, social media campaigns, promotional products and signage, or any other use authorized by Agency.
- 9.6 Notwithstanding any of the above the Agency shall, upon obtaining the prior written consent of the Client (such consent not to be unreasonable withheld or delayed), be able during and after the Term to use the Client's Advertising (after first publication, broadcast or transmission on behalf of the Client) for the purpose of promoting its own business by means including but not limited to a show reel of the Agency's commercials, on the Agency's own web site and for purposes associated with the entry and conduct of advertising industry awards schemes.

Agency indemnity shall not apply to the extent that the same arises as a result of or due to: a) the negligence, willful misconduct or breach of this Agreement by the Client, b) material or information supplied by Client to Agency, c) the material created by Agency being substantially changed by Client, d) Client's obligations in 10.4.4 or e) a patent claim.

10.4 Client represents and warrants that:

- 10.4.1 to the best of its knowledge the information concerning its organization, products, services or industry which Client furnishes to Agency shall be accurate, complete, non-infringing and in compliance with any information, disclosure or requirements which are imposed upon Client as a result of any law or regulation;
- 10.4.2 it shall review all materials prepared by Agency under this Agreement to confirm that descriptions and representations, direct or implied, with respect to Client's organization, products and services are accurate and supportable and that such descriptions and representations are in compliance with all legal and regulatory requirements. Client shall furnish Agency with adequate substantiation for all such descriptions or representations as Agency may reasonably request;
- 10.4.3 it shall be responsible for the final decision to use any trade mark contained in or used independent of any Advertising based on its independent evaluation of the scope and level of trade mark investigation that the Client deems appropriate or which it instructs the Agency to carry out on its behalf and the Client shall be responsible for deciding whether to file for and actually submitting any filing for such trade mark registrations.
- 10.4.4 Client will defend, indemnify and hold Agency and/or its Affiliates harmless against any and all losses, costs, damages, and expenses (including reasonable legal fees and expenses and costs or disbursements incurred by or paid by the Agency and/or its Affiliates to compromise or settle any action or claim) by Agency and/or its Affiliates as the result of any claim, suit or proceeding brought or threatened against the Agency and/or its Affiliates by a third party relating to: (i) false, deceptive, or misleading description, depiction or comparison of the product(s) or service(s) of Client (and/or its Affiliates) and/or any competitive product(s) or service(s) or otherwise relating to the effectiveness, nature, quality or content of the Client (and/or its Affiliates) products and/or services (ii) the use by Agency and/or its Affiliates of material, information or data furnished by or at the direction of Client and/or its Affiliates, (iii) misappropriation of ideas presented by third parties to Client, and/or its Affiliates which the Client and/or its Affiliates presents to the Agency as its (or their) own, and (iv) use by Client and/or its Affiliates of materials supplied by Agency and/or its Affiliates in a manner inconsistent with agreements with third parties that Agency has communicated to Client.
- 10.4.5 Agency is signatory to collective bargaining agreements with Screen Actors Guild ("SAG"), the American Federation of Television and Radio Artists ("AFTRA") and the American Federation of Musicians ("AFM"), which agreements provide for Agency to be ultimately liable to performers for payments that may become due because of use of commercials or other materials produced under such agreements by Agency for Client. Therefore, Client will defend, indemnify and hold Agency harmless against any Loss Agency may sustain resulting from any claim, suit or proceeding made or brought against Agency for use of any Agency - produced commercials or elements thereof when such use is made by Client, Client's dealers or agents, or by anyone else who

reasonable attorneys' fees and costs) resulting from any claim, suit or proceeding made or brought against Agency based upon a claim arising after the assignment of such contract.

- 11.3 Any termination of this Agreement shall be without prejudice to any claim by either party against the other for any breach of the terms hereof committed prior to such termination.

12 Status During Notice Period

- 12.1 The rights, duties and responsibilities of both parties shall continue in full force during the period of notice set forth in section 11, including Agency's responsibilities with respect to ordering and billing of all advertising in media whose closing dates or broadcast dates fall within such period and Client's responsibilities with respect to making payments in accordance with the terms hereof, including payment of Agency fees and charges.

13 Liability

- 13.1 Except with respect to the indemnity obligations of each party as set forth in Section 10, the aggregate liability of Agency during the Term for any physical loss of or damage to the tangible property of Client which directly results from Agency's default shall in no event exceed \$500,000 (five hundred thousand dollars).

- 13.2 Except with respect to the indemnity obligations of each party as set forth in Section 10, the aggregate liability of each party to the other for all defaults occurring during the Term shall in no event exceed a sum equal to 100% of the total of fees paid or payable under this Agreement.

- 13.3 Neither party excludes or limits liability to the other party for death, personal injury or fraud.

14 Liability Following Termination

Upon expiration of the period of notice, all continuing rights and obligations under this Agreement shall cease, with the following exceptions, as set forth in this section 14.

1. Any non-cancellable or non-transferable contract made on Client's authorization and still existing at the expiration of the period of notice, shall be carried to completion by Agency and paid for by Client in accordance with the provisions of this Agreement unless mutually agreed in writing to the contrary. Agency shall notify Client of any contracts in progress that have not been carried to completion. Client shall assume full responsibility and liability therefor, including all outstanding obligations to third parties thereunder, and Client agrees to indemnify Agency against any claims, expenses, costs or liabilities arising therefrom.
2. Any materials, services, etc., which Agency has committed itself to purchase on Client's account pursuant to Client's written approval (or any uncompleted work previously approved by Client either specifically or as part of a plan) shall be paid for by Client in accordance with the provisions of this Agreement.
3. As soon as practicable after the effective date of termination, Agency will render to Client an invoice for all amounts then payable by Client hereunder. Client agrees to pay such invoice, less any reasonably disputed portion, within

Bill Hoffman
 Executive Director
 Lake Tahoe Incline Village Crystal Bay Visitors Bureau
 969 Tahoe Blvd, Incline Village, NV 89451

with a copy to:

D. Geno Menchetti
 Attorney at Law
 683 Cristina Drive
 Incline Village, NV 89451

17 Assignment

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party. Consent shall not be unreasonably withheld. Notwithstanding the foregoing, each party will have the right in its sole discretion to transfer or assign its rights or obligations under this Agreement (in whole or in part), upon the provision of written notice to the other party to: (i) any Affiliate; (ii) a direct or indirect purchaser of, or successor entity to, all or substantially all of the capital stock or assets of such party, or a subsidiary of, or line of business associated with, such party; or (iii) an entity or any Affiliate of an entity with which such party, or any entity that holds a controlling interest in such party, consolidates or merges; provided that such assignee shall agree to be bound by this Agreement.

In the event of a default by any Affiliate, purchaser, successor entity or assignee, the assigning party shall remain principally responsible for payment to the other party.

18 Force Majeure

18.1 Neither party will be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event subject to the affected party:

18.1.1 promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

18.1.2 using its best endeavors to limit the effect of the delay or non-performance on the other party.

18.2 If performance is not resumed within 30 days after the occurrence of the Force Majeure Event, the Client may terminate this Agreement immediately by written notice to the Agency.

18.3 For the purpose of this clause, a "Force Majeure Event" means any event which affects the performance by a party of its obligations under this Agreement and arises directly from an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available). Both parties acknowledge a duty hereunder to mitigate the circumstances or the effect of the circumstances relating to any such Force Majeure Event.

19 No Partnership

- 19.1 Nothing in this Agreement or in any document referred to in it or any arrangement contemplated by it shall constitute any party a legal partner of the other, nor shall the execution, completion and implementation of this Agreement confer on any party any power to bind or impose any obligations to any third parties on the other party or to pledge the credit of the other party, except as specified herein.

20 Variation and Waiver

- 20.1 No variation of this Agreement shall be effective unless it is in writing signed by duly authorized representatives of both parties.
- 20.2 No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving party.
- 20.3 No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 20.4 The waiver of any term, provision or condition of this Agreement on any occasion shall not constitute a waiver of:
- 20.4.1 any other term, provision or condition of this Agreement; or
- 20.4.2 such terms, provisions or conditions of this Agreement on any future occasion.

21 Entire Agreement and Severance

- 21.1 The parties to this Agreement confirm that this Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom to the full extent permitted by law.
- 21.2 Each party confirms that:
- 21.2.1 in entering into this Agreement it has not relied on any representation or warranty or undertaking which is not contained in this Agreement; and
- 21.2.2 EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS OF EACH PARTY AS SET FORTH IN SECTION 10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY.
- 21.3 In the event that any provision of this Agreement shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and if necessary, be so amended through mutual written

agreement by the parties as shall be necessary to give effect to the spirit of this Agreement so far as possible.

22 Counterparts

- 22.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

23 Arbitration

- 23.1 Subject to Section 23.2, any controversy or claim between the parties arising out of or related to this Agreement, its application, interpretation or termination, will be resolved by final and binding arbitration as defined in each region. Such arbitration will be administered in accordance with Nevada Revised Statutes.
- 23.2 The parties will not be bound by the arbitration provision set forth in Section 23 in the event a third party has initiated litigation in a forum other than AAA arbitration and there is a dispute between the parties relating to the indemnification obligations under Section 10 with respect to such claim.

24 Non-Solicitation of Employees


Client agrees that it will not, during the term of this Agreement or for six (6) months after expiration or termination, solicit, employ, contract or otherwise use in any way any person who was an employee of Agency while this Agreement was in effect.

25 Law


- 25.1 This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without regard to or application of choice of law rules or principles. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

IN WITNESS WHEREOF this agreement has been duly executed by the parties.

North Lake Tahoe Resort Association

By: 
 Name: Sandra L. Evans Hall
 Title: CEO/ Executive Director
 Date: Nov. 26, 2012

School of Thought, Inc.

By: 
 Name: Joseph Newfield
 Title: partner
 Date: 12/13/12

Lake Tahoe Incline Village Crystal Bay Visitors Bureau

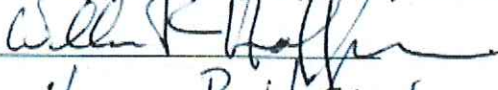
By: 
 Name: William R. Hoffman
 Title: EXECUTIVE DIRECTOR
 Date: DEC 5, 2012

Exhibit A: Scope of Work Number 1

1. GENERAL**(a) Term.**

This Scope of Work shall commence on November 1, 2012 and shall end on June 30, 2013. Agency and Client shall mutually agree on additional Scopes of Work and a revised annual fee at least thirty (30) days prior to the expiration of the Term of any Scope of Work and each subsequent twelve-month period thereafter ("Term Year"). For each Term Year, the fee will be billed monthly and earned as billed for the Term Year. In the event that a revised annual fee for the new Term Year is not agreed upon by the end of the then-current Term Year, then Agency shall continue to bill and Client shall continue to pay the prior Term Year's Monthly Fee until an annual fee for the new Term Year is mutually agreed upon, at which time it shall be applied retroactively to the beginning of the new Term Year, and Agency shall issue an invoice or credit, as applicable, for the difference.

(b) Staffing

Agency shall not remove any personnel assigned to this Scope of Work's Staffing Plan without the consent of Client. Client retains the right, for any reason, to request the removal of personnel identified in Staffing Plan at any time on not less than one (1) business day notice to Agency following a discussion with Agency as to Client's concern. Agency shall use best efforts to replace individual as soon as reasonable and shall modify monthly retainer so as to not invoice Client for any position that is unfilled.

(c) Reporting and Reconciliation.

The parties agree that within thirty (30) calendar days after each calendar quarter end, Agency shall conduct a Quarterly Business Review (QBR) with the Client to review previous quarter's work, status of on-going and planned work, program financials (estimates vs. actuals), billings, and reconciliations of Staffed Resources. At approximately half-year and annual points in relationship, Client and Agency will review staffing levels and work load to evaluate whether it is appropriate to make any adjustment to Staffed Resources. Client and Agency shall negotiate in good faith any amendment to be made to these resources.

During the term of this SOW, Agency shall proactively track, monitor, and report the number of additional/incremental rounds per project (e.g. email production, banner production). Agency shall communicate to Client regularly the status of each project as well as giving clear and cogent messaging on those projects that may enter or will enter 'additional/incremental' rounds. Agency shall track and provide the reason/rationale for each additional/incremental round.

(d) Process Improvement.

Where applicable, Agency shall recommend to Client industry best practices to improve quality and efficiency and/or reduce costs.

2. SERVICES / DELIVERABLES

Agency shall provide services, as described in Exhibit A, Schedule 1, 2012-2013 Services using the resources outlined in Exhibit A, Schedule 2, Staffing Plan.

3. FEES AND INCENTIVE SUMMARY

(a) Retainer.

Effective November 1, 2012 and continuing on the 1st day of each month through June 2013, Client agrees to pay Agency a monthly retainer fee as outlined in Exhibit B.

The fees for each month shall be referred to as the "Monthly Fee". Both Monthly Fees and Annual Fees shall be adjusted to reflect increases in Client's marketing budget prior to the effective date of each annual Scope of Work.

Agency may be further compensated by project-based fees to be outlined in estimates that are approved in writing prior to any work completion.

Exhibit A Schedule 1: 2012-2013 Services

1. GENERAL SCOPE OF SERVICES

The Agency will provide those services customarily performed by a full-service advertising agency. These services will include marketing and advertising, image/brand promotion, print, broadcast, collateral production, internet marketing, Web development, media planning and placement, professional consulting and other services necessary to develop a maximum of six (6) campaign concepts, four banners, two videos, and three radio advertisements. Such services may also include:

- Advertising: Agency will create and/or place advertising in print and electronic media that reflects an appropriate image of North Lake Tahoe
- Media buying and trafficking: Agency will develop partnerships and promotions with other clients and/or media outlets, which drive maximum exposure at minimum cost to the NLTMC.
- Production: Agency will oversee commercial production through to completion (conceptualization, production and trafficking to select media outlets) whether that capability is proposed as an in-house arrangement or as a sub-contractor arrangement.
- Account Management: Agency will provide a full range of creative and account management activities. Agency must ~~provide~~ be familiar with many applications of advertising and design, e.g. commercial production, media buying/placement, direct mail, point of purchase, signage, etc.
- Brand Development: Agency must assist in the further development and evolution of the North Lake Tahoe brand identity. Agency to assist in the consistency of the North Lake Tahoe brand message throughout all forms of consumer marketing programs.
- Electronic Production: Agency must produce and reproduce high quality commercial productions including but not limited to cable TV, broadcast TV, radio, email broadcasts, and database communications.
- Print Production: Agency must produce and reproduce high quality print advertising for newspapers and magazines. This may include digital output, web and offset production.
- Graphic/Website Design: Agency will design and produce brochures, reports, advertising materials, website development, direct mail materials, and miscellaneous promotional materials. These designs will maintain graphic integrity and continuity with the overall image and brand of North Lake Tahoe.
- Market Research: Agency will assist in the development and implementation of various market research programs designed to provide insight into the effectiveness of the advertising and marketing campaigns.
- New Initiatives: Agency will advise the NLTMC on appropriate advertising and marketing opportunities that will help communicate the North Lake Tahoe brand message to targeted audiences.
- Other Services: Agency will advise on other related communication, advertising and public relations matters, as requested by the NLTMC.

Exhibit A, Schedule 2: Staffing Plan

Staffing Plan for the Period of: November 1, 2012 through June 30, 2013

Resource	Role/Title	Blended Rate
Joe	Managing Partner/Creative Director	\$170.00
Tom	Managing Partner/Creative Director	\$170.00
Malda	Account Management	\$170.00
Nick	Media Director	\$170.00
Art Director	Art Direction	\$170.00
Account Coordinator	Account Management	\$170.00
Project Manager	Project Management/Production Management	\$170.00
Writer	Content	\$170.00
Media Coordinator	Media Purchase/Placement	\$170.00
Developer	Website maintenance	\$170.00

Exhibit B: Fees, Expenses, and Billing

1. **FEES.** Client agrees to pay Agency the following fees for services delivered under Scope of Work Number 1:

Maximum Hours	Blended Rate	Total Scope of Work Number 1 Fee	Monthly Payment
1412	\$170.00	\$172,000.00	\$21,500.00

2. **EXPENSES.** In addition to the fee and in accordance with Section 7 of Agency Agreement, Client shall pay to Agency the following:
- (a) **Media Costs.** Client shall pay Agency the Media Cost in respect of all pre-approved media purchases.
- Agency shall charge an 11% commission on the gross purchase costs of all digital or "on-line" media and a 5% commission on the gross purchase costs of all traditional media.
 - Unless local custom or practice request faster payment, Client shall pay invoices relating to Media Costs, fees and other costs referred as follows:
 - The Client shall comply with the payment terms as notified to Client by Agency in advance; and
 - For fees and all other costs and expenses associated with media purchases all invoices shall be payable upon receipt of invoice.
- (b) **Production Costs.**
- Agency's Monthly Fee will include the costs necessary to develop and produce a maximum of six campaign concepts, four banners, two videos, and three radio advertisements. Production costs for additional campaign concepts will be treated as additional costs and charged separately.
- (c) **Compensation and Charges for Collateral Material.** All collateral material, including, but not limited to, printed poster papers, outdoor banners and displays, window displays, counter displays, booklets, leaflets, broadsides, labels, package designs and any other similar material prepared at Client's request, Agency's charges will be as follows: where such material is produced or prepared by Agency at Client's request, Agency will bill Client for the net cost of all production costs incurred in the production of all collateral materials, including the net cost for printing and manufacture of such collateral material. In addition, Agency will also charge a 10% project fee for any collateral material produced by Agency which project fee will be estimated in advance and submitted to Client for approval prior to production.
- (d) **Out-of-Pocket Expenses.** All necessary incidental expenses incurred for Client's account in connection with Agency's rendition of services and performance of duties hereunder, including, but not limited to: materials for creative development; comps; illustrations and storyboards; cost of conducting focus groups; travel, lodging & business meals; video cassettes; DVD-ROMs; CD-ROMs; reference material; slides and slide film; shipping and postage; media clipping services; competitive monitoring; other administrative costs; messenger/delivery charges; telephone, telefax and telegraph charges; import duties and other custom-house charges; and other expenses incurred by Agency at Client's special request will be charged to Client at Agency's cost.

- (e) Studio. Notwithstanding anything in this Agreement, in instances in which Agency has an in-house studio any material or services, which are prepared or supplied by an Agency utilizing such in-house studio, will be billed to Client at the rate card in accordance with Agency's then current rates.
- (f) Surveys, Research, and Analyses. All surveys, research, and analyses will be charged to Client in an amount to be mutually agreed upon in writing in advance of the commencement of work.
- (g) Talent Payments.
 - (i) Agency's expenditures and costs for talent fees, testimonials and releases (including talent re-use payments, union fees and travel) will be billed to Client at Agency's out-of-pocket cost.
 - (ii) If Agency handles payments and records for taxes and withholdings on payments to talent, Client will reimburse Agency at cost for out-of-pocket expenses paid including employer taxes on payroll and other employer payments required by law. If Agency arranges for talent payments to be made through a third party retained by Agency, Client will reimburse the Agency for out-of-pocket expenses incurred or paid for employer taxes on payroll and other employer payments required by law plus the handling fee charged by any third party retained by the Agency to make such payments and maintain such records.
 - (iii) Client acknowledges and agrees that Agency is or may become a signatory to certain union or guild agreements (the "Union Agreements"), including the Screen Actors Guild Commercials Contract and the American Federation of Television and Radio Actors Commercials Contract, governing the hiring and use of performers in commercial materials and that the production and use of commercial materials produced by Agency on Client's behalf therefore will be subject to the terms and conditions of these Union Agreements.
 - (iv) Client will be responsible for paying Agency all amounts that may be due pursuant to these Union Agreements.

3. BILLING.

- (a) Agency Fee. Agency shall invoice its Monthly Fee on the last day of each month and Client shall pay such invoice within thirty days (30) days of its receipt thereof.
- (b) Media Billing. The parties agree to the following billing and payment procedures:
 - (i) Media Billing. All fees and all other costs and expenses associated with media purchases shall be payable within thirty (30) days of Client's receipt of any invoice for such purpose.
- (c) Other Expenses. Invoices for all other expenses shall be paid by Client within thirty (30) days of its receipt thereof and shall itemize Agency's direct, out-of-pocket expenses incurred during the relevant period, including expenses for travel, messengers, postage and/or entertainment.
- (d) Adjustments to Estimates. Agency shall advise Client at the earliest time practicable of likelihood that costs may exceed the Agency's estimate for such work. Agency shall seek Client's approval if incurred expenses are anticipated to exceed 10% of an approved estimate.
- (e) Disputed Amounts. In the event that there is a dispute regarding any Agency invoice, Client agrees to pay the undisputed amount and to withhold only the amount that is in

dispute. Written notice of any disputed amount must include a description of the dispute in reasonable detail and must be provided to the Agency within five (5) days following invoicing, or invoiced amounts shall be deemed undisputed.

- (f) Timeliness of Payments. Agency reserves the right in case of delinquency of Client's payments or such impairment of Client's credit as Agency deems might endanger future payments, to propose changes the requirements as to terms of payment under this Agreement. Such changes shall require mutual agreement in writing to take effect. Should Client be in default with respect to payment under this Agreement, Agency reserves the right to suspend some or all services hereunder until arrangements satisfactory to the Agency are made.
- (g) Taxes. Client shall be solely responsible to pay all taxes invoiced to Client by Agency while a project is 'open', however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, transfer, privilege, VAT, excise and other taxes, duties or surcharges, whether international, national, state or local, excluding, however, taxes based on Agency's net income. Agency shall not be liable for, and Client shall hold harmless and indemnify Agency against, liability for all such taxes, duties and/or surcharges for any open project. Once a project is closed and paid in full, Client shall not be liable for, and Agency shall hold harmless and indemnify Client against, liability for such taxes, duties and/or surcharges levied in connection with a closed project.
- (h) Substantial Commitments. Client understands and agrees that the billing and payment terms herein shall be subject at all times to Agency's normal client credit review evaluation. Since Agency may in some circumstances be required to make substantial commitments on behalf of Client, it is understood that Agency reserves the right in any such circumstances to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of Agency appropriate or advisable under the circumstances.

2015/16 BUDGET ALLOCATION

7/9/2015

7/9/2015	2016 FISCAL												
			FALL/WINTER: IN-MARKET ACTIVITY						SPRING/SUMMER: IN-MARKET ACTIVITY				
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
MEDIA (ALLOCATED TO CAMPAIGN SPEND) - TOTAL \$550,000K	\$20,000	\$90,000	\$90,000	\$90,000	\$10,000	\$10,000	\$40,000	\$80,000	\$80,000	\$20,000	\$10,000	\$10,000	\$550,000
RETAINER (PRODUCTION STAGGERED) - TOTAL \$250,000K	\$28,000	\$30,000	\$26,000	\$21,000	\$15,000	\$15,000	\$30,000	\$20,000	\$20,000	\$15,000	\$15,000	\$15,000	\$250,000
TOTAL	\$48,000	\$120,000	\$116,000	\$111,000	\$25,000	\$25,000	\$70,000	\$100,000	\$100,000	\$35,000	\$25,000	\$25,000	\$800,000

GoTahoeNorth.com
Scope Review
October 24, 2014



Agenda:

1. *Review original scope*
2. *Review new/unexpected developments we've encountered*
3. *Review client requests that are outside the original scope*
4. *Review associated costs and SOT recommendations*



FROM THE KICKOFF MEETING:

Notes on Scope and Risk

Redesigning GoTahoeNorth.com is a bit like remodeling an old house; we don't know what we'll find when we open up the walls.



Original Scope of Work:

PHASE	DETAILS	COST
1. Discovery	Following on the design requirements we've already gathered, meet to confirm the back-end and technical requirements.	\$3800.00
2. Content Review & Strategy (up to 500 pages)	Review up to 500 pages of site content against site logs to identify high value content, and remove unneeded content. Document strategy for managing Tahoe content.	\$5230.00
3. Copywriting/SEO (up to 250 pages)	Edit and write entire site copy. Optimize content for SEO.	\$3880.00
4. Information Architecture	Re-organize the more than 700 pages of content into a simpler, more intuitive structure.	\$4400.00
5. Design	Develop a unique new design that does justice to the Tahoe experience.	\$7100.00
6. Build/Test/Launch Site	Develop site on a new open-source platform.	\$31,000.00
7. CRM	Implement a new CRM program that enables us to optimize conversion.	\$3500.00
8. Project Management	Managing site development	\$7120.00

PHASE	DETAILS	COST
9. Creative Direction	Creative oversight on redesign	\$6780.00
10. Account Management	Account oversight on redesign	\$3100.00
11. Photography/Assets	Estimate—actual costs may vary	\$2000.00
12. Contingency @ 10%	Best practice for web projects. This will be billed—the idea is that there are always some unexpected developments, and this covers those without us having to do a scope change.	\$7791.00
	TOTAL	\$85701.00

+ the Previously Approved
\$4000 Scope Change to
Migrate Content = \$89,5701

New /Unexpected Developments

	Issue	Hours	Cost	Notes
1	<p>CHANGING CONTENT INTO LISTINGS</p> <p>There are 70 pages of content in the site that needs to be changed into Database Listings. This is a highly labor intensive process. Yet it pays tremendous dividends, because the GTN team will no longer need to manually update listings throughout the site, when there are changes.</p>	80	\$9,600	We've reduced our rate by 1/3



New /Unexpected Developments

	Issue	Hours	Cost	Notes
	PROJECT MANAGEMENT			
2	Due to meeting rescheduling, the <u>extremely complex content migration</u> (click to see the worksheets), extended project duration, adding added site functionality, and Weblinks discussions, we have exhausted our project management budget. We estimate 10 hrs/week for 5 more weeks to finish.	50	6000	We've reduced our rate by 1/3



New /Unexpected Developments

	Issue	Hours	Cost	Notes
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3	<p>CREATIVE DIRECTION</p> <p>Original estimate was 37 hours. Currently at 211 hours. We're not going to recoup all this, but we do need some additional budget to cover this.</p>		\$5000	
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Summary: New /Unexpected Developments

	Issue	Hours	Cost	Notes
1	CHANGING CONTENT INTO LISTINGS	80	\$9600	WE'VE REDUCED OUR RATE BY 1/3
2	PROJECT MANAGEMENT	50	\$6000	WE'VE REDUCED OUR RATE BY 1/3
3	CREATIVE DIRECTION	(211+)	\$5000	ONLY CHARGING FOR ABOUT 20% OF OUR TIME
TOTAL			\$20,600	



Potential Scope Changes

	TOPIC	Hours	Cost	Notes
1	<p>Events - There is budget to build and style an events landing page, 13 hours, that assumed we would be using the default presentation, lightly styled, from an events listing plugin. The current design has featured events on the home page, plus a specific design for the events pages (17-21) with two views, list and calendar, and a gallery slider on the single event page. Using manual content entry on the home page, only having a list view of events, and a single image is in scope. Making home page updates automatic, having the alternative view for the listings, and adding an image gallery is out of scope. We estimate that this will increase the work effort to 25 hours, which is 12 incremental hours.</p>	12	\$1200	

Potential Scope Changes

	TOPIC	Hours	Cost	Notes
2	Custom Social Feeds - The ability to customize the SM feeds in the sidebar on a page basis. For example, the Hyatt page would use the Hyatt twitter handle and/or a specific hashtag, is new functionality. We estimate that setting this up will require 6 to 8 additional hours.	7	\$700	



Potential Scope Changes

	TOPIC	Hours	Cost	Notes
3	Where to Stay - Controlling the amenities in the results thumbnail view box is new functionality. We propose that the five featured amenity icons will be selected by the location owner and the full list will be presented alphabetically. Having the featured icons be the first 5 of the alphabetical list is in scope. Allowing the listing owner to select the five icons they would like to feature is out of scope. This will add 16 hours to the estimate.	16	\$1600	



Potential Scope Changes

	TOPIC	Hours	Cost	Notes
4	View Map - Will be listing specific to stay in scope. Maps based on filtered results are not in scope. We estimate that this will add 10 to 12 hours to the estimate	11	\$1,100	



Potential Scope Changes

	TOPIC	Hours	Cost	Notes
5	<p>Things to Do - Building a custom slider to be used for page 12 is not in scope. Multiple sliders can be created and managed and inserted on activity landing pages as required using a short code. For example, Bike Trails on the bike page, hiking trails on the hiking page, etc. We estimate that this will require 12 to 16 hours depending on final requirements. In scope will be a gallery slider plugin.</p>	14	\$1400	



Potential Scope Changes

	TOPIC	Hours	Cost	Notes
6	Snow/Traffic Report, page 30, is in scope assuming light styling of the plugin output. The road conditions API is not in scope and we estimate that this would require 10 to 12 hours to set up and test.	11	\$1100	



Potential Scope Changes

	TOPIC	Hours	Cost	Notes
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7	The General Activities page, page 34, as presented will require a new template. This will add 5 hours to the estimate. There are alternative approaches that can be considered, and that would be in scope. This assumes that our team can identify and execute, with SOT confirmation, the most efficient solution.	5	\$500	
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Potential Scope Changes

TOPIC	Hours	Cost	Notes
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This totals 71 to 81 additional developer hours, plus 7 to 8 PM hours and 4 Producer hours. For a total of \$8,300 to \$9,400 and 2 to 3 additional weeks.	71 to 81	\$8,300 to \$9,400	
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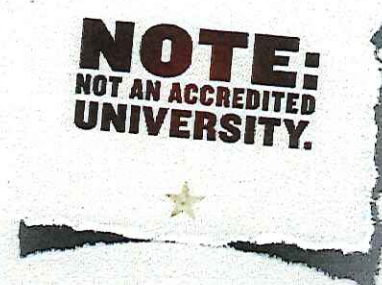


Next Steps

Andy and Bill to review potential scope change items and get back to us with decisions on whether they want to include them or not.



Thank you.



**Board Review and Comment Requested**

Subject: Placer County Contract Compliance #12.6
SIERRA SKI MARKETING COUNCIL / SKI LAKE TAHOE

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- SSMC/SLT is a membership organization that markets the destination to winter and ski/board enthusiasts.
- -- The NLTMC contributes \$68,000 annually for marketing and advertising.
- -- Attached documents: FY 15-16 Budget; 15-16 Marketing Plan and Scope of Work.

2015-16 SSMC PRELIM Budget (Fiscal April 1 - March 30)
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	2015/16 Forecast	2014/15 Actuals	2014/15 Forecast
Income			
Budget Carry Over	\$18,700	\$5,000	\$5,000
Airport Authority Membership	\$50,000	\$50,000	\$50,000
Airport Authority Ad Contributi	\$0	\$0	\$0
LTVA Membership	\$50,000	\$50,000	\$50,000
LTVA Ad Contribution	\$30,000	\$30,000	\$30,000
NCOT Membership	\$50,000	\$50,000	\$50,000
RSCVA Membership	\$50,000	\$50,000	\$50,000
RSCVA Ad Contribution	\$30,000	\$30,000	\$30,000
Ski Lake Tahoe Membership	\$50,000	\$50,000	\$50,000
NLTRA Membership	\$50,000	\$50,000	\$50,000
NLTRA Ad Contribution	\$18,000	\$18,000	\$18,000
Interest	\$0	\$0	\$0
Trade Shows (billed back)			
Includes carryover	\$12,000	\$17,780	\$16,280
Merrill Lynch	\$0	\$0	\$0
Total Income	\$408,700	\$400,780	\$399,280
Expense			
ADVERTISING:			
SSMC/SLT Coop Advertising	\$300,000	\$302,873	\$310,000
Reno/Tahoe Flight Guide	\$0	\$0	\$0
Additional Advertising (OTO)	\$0	\$0	\$0
TOTAL ADVERTISING	\$300,000	\$302,873	\$310,000
Winter Vacation Guide Ads:			
WVG Ad: R/T Int'l Airport	\$5,000	\$5,000	\$5,000
PRODUCTION:			
Photo Use Fee (ads)	\$0	\$0	\$0
Production (agency+color seps)	\$25,000	\$0	\$0
TOTAL PRODUCTION	\$30,000	\$5,000	\$5,000
DISTRIBUTION:			
800 # (return to 588 SNOW as fulfillment)	\$1,109	\$1,209	\$1,000
Data Processing	\$1,256	\$1,318	\$1,000
Postage & Shipping	\$1,500	\$1,500	\$1,500
WVG Distribution - HD96	\$0	\$0	\$0
TOTAL DISTRIBUTION	\$3,865	\$4,027	\$3,500
ADMINISTRATION:			
Administration Fee	\$51,000	\$51,000	\$51,000
Travel & Entertainment	\$0	\$0	\$0
Meetings	\$0	\$0	\$550
General Office	\$811	\$1,045	\$900
Accounting & Legal	\$2,690	\$2,890	\$2,690
Dues & Subscriptions	\$225	\$225	\$225
TOTAL ADMINISTRATION	\$54,726	\$55,160	\$55,365
MISCELLANEOUS:			
Research	\$0	\$0	\$0
Trade Shows	\$12,000 TBD	\$15,000 TBD	\$10,000
Trade Show Travel Expenses			
TOTAL MISCELLANEOUS	\$12,000	\$15,000	\$10,000
Total Expense	\$400,591	\$382,060	\$383,865
Net Income/Carry Over	\$8,109	\$18,720	\$15,415
^ Less trade show carryover	\$0	\$0	\$6,280
carryover minus trade show car	\$8,109	\$18,720	\$9,135

Have never
been over 20% of
total budget

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Ski Lake Tahoe
2015-16 LA Winter Campaign

Objectives: Continue to increase destination awareness in Los Angeles and Southern CA for Ski Lake Tahoe as a top rated destination for skiing, generating an increase in sheer visitation to the destination. Earn consumer ski trips planned to head to Mammoth and ski areas in Utah and Colorado.

Target: Los Angeles to San Diego DMA, ages 25-54, active travelers who take ski vacations historically to Mammoth, Big Bear, CO and/or UT. HHI > \$150k. Young at heart, active and adventurous skiers.

SITE / NETWORK	PLACEMENT	TARGETING	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JULY 2016	AUG 2016	SEPT 2016	GROSS INVESTMENT
OTAs															
TripAdvisor.com	Desktop + mobile banner ads, Custom destination landing page.	SoCal and LA IP geo-targeting. Desktop + mobile banner ads on Lake Tahoe CA and NV, Reno, Mammoth Lakes, Big Bear, Colorado and Utah ski destination pages. Additional ROS ads are geo-targeted and skier targeted. Custom DMO landing page is added value. DMO page ends 3/30/16.		X	X	X	X								\$31,250
Sojern Ad Network	Desktop + tablet banner ads, pre-roll	SoCal geo-targeting, plus behavioral targeting to those looking/thinking/booking ski travel to Mammoth, Tahoe, Utah, CO, and other competitive ski resorts and destinations. Includes retargeting and competitive conquesting, and 3rd party "Skier" layering. Geo targeting opened up to national as second tier targeting.		X	X										\$25,000
Adara	Desktop + tablet banner ads, pre-roll	SoCal geo-targeting, plus behavioral targeting to those looking/thinking/booking ski travel to Mammoth, Tahoe, Utah, CO, and other competitive ski resorts and destinations. Includes retargeting and prospecting, and 3rd party "Skier" layering. Geo targeting opened up to national as second tier targeting.				X	X								\$25,000
Social Media															
Facebook	Promoted posts, promoted videos and clicks to website campaigns.	Targeting: ages 25-54, in the LA/SoCal demo, targeted to Mammoth, Utah resorts, ski interests and Tahoe resorts. CRM email audience targeting available.	X	X	X	X	X	X	X	X	X	X	X	X	\$12,375
Endemic															
OpenSnow.com	Desktop + mobile banner ads, ads in eblasts.	SoCal geo-targeting, Tahoe-related pages and content targeting, through desktop and mobile banner ads. Eblasts send to all subscribers (no targeting) with banner ad options.			X	X	X								\$5,955
Digital radio															
Pandora	Desktop + mobile banner ads, audio spot, video ads	Ages 25-54, in the LA/SoCal demo. Use for 6 pack promo push.				X	X								\$12,500
Ad Networks															
Adroll	Desktop + mobile banner ads	SoCal geo-targeting, lookalike targeting. Facebook retargeting and prospecting for desktop and mobile banner ads. New: prospecting potential ski guests based on audience targeting. CRM email list audience targeting available w/retargeting across web and FB- great for season pass pushes, specific products.			X	X									\$6,250
Virool	Click to play video, pre-roll and native video ads	SoCal geo-targeting, contextual and behavioral targeting through native video ads.				X	X								\$6,250
Winstar Interactive Media	Mobile + tablet banners	LA/SoCal DMA geo-fencing to people in the town of Mammoth Lakes, CA and skiing at Mammoth with mobile ads across top sites.			X	X	X	X							\$8,000
SEM															
Google	Search + Retargeting Lists for Search Ads for Mammoth, Utah, and other ski resorts	Keyword targeting and search retargeting to SoCal/LA and National geos	X	X	X	X	X	X	X	X	X	X	X	X	\$42,500
															\$175,080

AFFILIATE	STATION	MARKET	PROGRAMMING	PACKAGE	DATES	INVESTMENT
NBC	KNBC	Los Angeles	LA Ski Trippin	<p>:90 Integrated Segments Ski Trippin will feature each of the 7 Ski Lake Tahoe resort destinations. Segments will run in the 5a and 6a Today in LA programs. Flight weeks TBD</p> <p>Co-Branded :30 Promotional Spots: (21) :20 Ski Trippin/:10 Ski Lake Tahoe co-branded promotional spots to air M-SU 5a-2a</p> <p>Media Support Schedule: (50) :30 spots - Aired during AM & PM News, Today in LA, Today Show, Today Weekend, Ellen, Access Hollywood, Tonight Show, Saturday Night Live (7) :60 Station Host Vignettes - Aired M-F 10a-3p (14) :90 Ski Trippin' Segments - Aired during Today in LA 5am & 6am on Thursdays (15) :15 Web drivers for Consumer Sweepstakes on nbcla.com</p> <p>Added Value Schedule - 1 Week: (8) no charge :30 spots</p> <p>NBCLA.com: Featured Ski Trippin' Page for each destination - Sponsored Advertorial Content Added Value Consumer Contest Sweepstakes page on nbcla.com Home Page: 300x250 & 728x90 Leader board display banners Sectional Page: 300x250 & 728x90 Leader board display banners ROS: Pre-Roll Video Mobile: ROS</p> <p>Production includes: :90 Integrated Segments, Station Host :60 Vignettes, Online Content</p> <p>Ski Lake Tahoe to provide: Giveaway Package: TBD</p>	1/11-3/15	\$133,037
TOTAL TELEVISION INVESTMENT:						\$133,037



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Ski Lake Tahoe
2015-16 Winter Campaign
Outdoor Advertising

FORMAT	LOCATION	MARKET	ESTIMATED WEEKLY IMPRESSIONS	NOV	DEC	JAN	FEB	MAR	SIZE	QTY	INVESTMENT
Bulletin	KNBC	Los Angeles	13,521			11/23/15-3/13/16			11' x 37'	1/11-3/15	\$11,883
TOTAL TELEVISION INVESTMENT:											\$11,883





Ski Lake Tahoe
2015-16 Winter Campaign
Campaign Summary

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MEDIA		INVESTMENT
Online		\$175,080
Television		\$133,037
Outdoor		\$11,883
TOTAL		\$320,000

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7/24/15
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Los Angeles Proposed Media Breakdown – Option 2

Traditional + Digital

MEDIA	OCT	NOV	DEC	JAN	FEB	MAR	INVESTMENT
Television							
KNBC							\$150,000
Outdoor							
Hwy 395 Billboard							\$12,488
OTAs							
TripAdvisor.com							\$31,250
Sojern							\$25,000
Adara							\$25,000
Social Media							
YouTube							\$6,000
Facebook*							\$12,375
Endemic							
OpenSnow.com							\$5,250
OnTheSnow.com							\$4,000
Digital Radio							
Pandora							\$12,500
Ad Networks							
Adroll							\$6,250
Virool							\$6,250
Winstar Interactive Media							\$8,000
Search Engine Marketing							
Google*							\$42,500
TOTAL							\$346,863

*Year-round flight.

All information provided is confidential and proprietary to Creative Concepts Media + Marketing

North Tahoe Tourism Master Plan

Planning Work Group Agenda

July 28th, 2015

11-12:30

Location: NLTRA Conference Room

Agenda

I. Review FlashVote Survey Results: Kevin

II. Implications Conversation: Seana

- a. What stood out?**
- b. What was surprising data?**
- c. What are the emerging themes?**
- d. How do we want to use this survey data in the draft master plan doc?**

III. Close, next steps: Seana/Sandy



Board Review and Comment Requested

Subject: Placer County Contract Compliance #12.7
REQUEST FOR CONTRACT WITH SMITH AND JONES

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- Seeing as this is for services between Lake Tahoe Visitors Authority and NLTMC the agreement has been executed between these two parties and not Smith and Jones. Smith and Jones is providing a service to fulfill our agreement to host, and manage VisitingLakeTahoe.com.
- -- VisitingLakeTahoe.com is a landing page that consumers that Google search for anything Lake Tahoe are taken to. When they reach the landing page, they choose between North and South.
- -- The NLTMC and LTVA pay according to the amount of clicks we receive to our individual websites. This can, and is turned off when we reach a certain spend with Google ad-words.
- -- The NLTMC historically pays for 45% share of all charges.
- -- Attached is the agreement between LTVA and NLTMC; Budget forecast breakdown for FY 15-16.



north lake tahoe

MEMORANDUM OF AGREEMENT

BETWEEN NORTH LAKE TAHOE MARKETING COOPERATIVE AND THE LAKE TAHOE VISITORS AUTHORITY FOR USE OF PLACER COUNTY TOT FUNDS FOR "VISITINGLAKETAHOE.COM"

This Memorandum of Agreement is entered into by and between the North Lake Tahoe Marketing Cooperative (NLTMC) and the Lake Tahoe Visitors Authority (LTVA) regarding the use of Placer County Transient Occupancy Tax (TOT) to assist in the marketing of the web site VisitingLakeTahoe.com

The agreement confirms the NLTMC and LTVA commitment to follow the program scope of work, as defined in this agreement, report any necessary changes to the program scope, provide documentation of all expenditures of TOT funds, provide periodic reports as requested and provide a final report upon program completion, including the return, if applicable, of any unspent funds.

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

1. The NLTMC and LTVA agree that the goal of this program is to enhance visibility of the Lake Tahoe area as a whole through Google Ad Words, in turn decreasing the costs of both organizations.
2. The NLTMC and LTVA agree to maintain (through an agreed upon vendor) a website presence that highlights both North and South Lake Tahoe on a joint landing page VisitingLakeTahoe.com
3. The NLTMC and LTVA agree to share the costs based upon the amount of clicks back to each individual's website, and reported on a monthly basis.
4. The total spend per month will be capped at an agreed upon amount on a monthly basis.
5. Monthly click-thru reporting will accompany monthly invoices from website administrator.
6. The NLTMC and LTVA agree that this Agreement may be amended or modified only by written agreement.
7. This Agreement will remain in effect until either party provides a written 60 day notice to the other party.

Signature

Carol Chaplin, Executive Director
Lake Tahoe Visitors Authority

Signature

JT Thompson, NLTMC Co-op Administrator
North Lake Tahoe Marketing Cooperative

AGREED UPON BUDGET: Lake Tahoe Internet Coop 2015-16

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Keyword - Lake Tahoe



Actual Amount
 Impressions Delivered
 Clicks
 Click Rate
 Cost Per Click

Jul-15 Aug-15 Sep-15 Oct-15 Nov-15 Dec-15 Jan-16 Feb-16 Mar-16 Apr-16 May-16 Jun-16 TOTAL



Actual Amount
 Impressions Delivered
 Clicks
 Click Rate
 Cost Per Click

Sep-15 Oct-15 Nov-15 Dec-15 Jan-16 Feb-16 Mar-16 Apr-16 May-16 Jun-16 TOTAL

Budget	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	TOTAL
	\$8,000	\$7,500	\$6,000	\$3,750	\$6,000	\$8,000	\$8,000	\$6,000	\$6,000	\$3,750	\$5,000	\$7,500	\$75,500

Actual to Date
 Impressions Delivered
 Clicks
 Click Rate
 Cost per Click

Below is the current copy that is running:

[Tahoe Visitors Bureau](#)

[Tahoe Visitors Bureau](#)

[Tahoe Visitors Bureau](#)

Official lake wide information.

Official lakewide information

Lake Tahoe's Official Site

Lodging deals, events and more.

with links to "cool deal" discount

for lodging deals & specials.

www.visitinglaketahoe.com

www.visitinglaketahoe.com

www.visitinglaketahoe.com

44% of the above budget will be paid by NLT

Agreed: 
 John Thompson

Date: 6/25/15

Agreed: 
 Kelly Houston

Date: 6-25-15

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**Board Review and Comment Requested**

Subject: Placer County Contract Compliance #12.8
THE ABBI AGENCY CONTRACT ADDENDUM

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- The NLT Marketing Cooperative added a contract addendum to the current agreement with The Abbi Agency.
- -- This addendum brings the original contract into compliance with the agreement between Placer County and NLTRA.
- -- Attached documents: Original LOA; Addendum; 15-16 Scope of Work

AGREEMENT TO PROVIDE PUBLIC RELATIONS SERVICES

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

1. TERM; TERMINATION; EFFECT OF TERMINATION:

- a. The initial term of this Agreement shall be for twenty four months, commencing on July 1, 2014 and continuing through June 30, 2016 (the "Initial Term"), and thereafter, shall have open option for renewal for a period of three years.
- b. Either party may terminate this Agreement at any time after the Initial Term, for any reason or no reason, by providing not less than thirty (30) days prior written notice to the other party.
- c. Upon termination, all obligations of the parties shall cease, and Consultant shall provide or return to Client any and all client materials either provided by client, or created for client hereunder.

2. OBLIGATIONS OF THE PARTIES:

- a. Obligations of Consultant. Consultant shall perform the services described in any Statement of Work ("SOW") which is made a part of this Agreement (the "Services"):
 - i. Contract for Services Only. This is a contract only for services to be performed by Consultant in a workmanlike manner according to industry standards. No guarantee is made of any placement, outcome or other result of any nature.
 - ii. Services Include: Public Relations and Social Media services, inclusive.
- b. Obligations of Client.
 - i. Client shall at all times cooperate with Consultant, including but not limited to the timely provision to Consultant of all information necessary for Consultant to perform Consultant's duties hereunder. Consultant is under no obligation to perform services for which Client has not provided such information.
 - ii. In consideration of the performance of the services described in subparagraph 2.a.i., Client shall pay Consultant a net 30-day project fee totaling eight thousand eighty three dollars and thirty three (\$8083.33) per month. Total 2014/15 budget \$97,000.
 - Public Relations, Social Media, Content Marketing \$90,000
 - Social Media Advertising \$1,500
 - Agency Travel, Desk side Visits \$3,500
 - Media FAM Hard Cost \$2,000

Consultant



Page 1 of 7

Client



Annual budget may adjust at the start of the 2015/16 fiscal year both Client and Consultant will agree to adjustments.

Consultant shall provide Client with monthly invoices, such invoices are a courtesy to Client and are not a condition precedent to Client's payment of the aforementioned fee.

- iii. Additional Fees will include a monthly subscription for Vocus online services. Total fee of two hundred fifty dollars (\$250.00) per month will be included and listed as a separate line item on monthly invoices.
- iv. In consideration of the performance of the Services, Client shall pay Consultant in the amount, and in the manner set forth in any applicable SOW. Consultant shall provide Client with monthly invoices in advance of any payments being due.
- v. Additional services beyond the Services shall be discussed and agreed in writing before the consultant begins billing for such work and thereafter be billed at the then current hourly rates or agreed fixed price, and will be memorialized in an separate or revised SOW.
- vi. Client shall pay Consultant for all necessary expenses incurred in performing the services detailed above, provided such expenses such as meals and incidentals have been pre-approved by Client. For expenses such as travel and lodging that Client has ability to obtain preferable rates, Consultant agrees to allow Client to arrange such expenses and pay providers directly. The Client's billing rate covers all general administrative expenses but does not include travel expenses. All consultant expensive must be approved with written verification from client.
- vii. If an invoice is not paid within thirty (30) days of receipt, a carrying charge of 1% per month, compounded monthly, shall be added to Client's outstanding balance.
- viii. In the event a monthly payment or invoice is not timely paid, Consultant may suspend all work on any or all projects until full payment is made. Client holds Consultant harmless from all liability that may arise as a result of suspension of work due to non-payment.
- ix. Consultant and Client intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Materials") to be a work made for hire. Consultant acknowledges and agrees that the Materials (and all rights therein, including, without limitation, copyright and patent) belongs to and shall be the sole and exclusive property of Client.
- x. If for any reason the Materials would not be considered a work made for hire under applicable law, Consultant does hereby sell, assign, and transfer to Client, its successors and assigns, the entire right, title and interest in and to the copyright and

Consultant



Page 2 of 7

Client



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

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

3. INDEMNIFICATION

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

Consultant



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Client



4. GENERAL PROVISIONS:

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

Consultant



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Client



of Termination and shall be fully enforceable thereafter. Without limiting the foregoing, each party's indemnification obligations shall survive termination of this Agreement.

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

Consultant



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Client



Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement, but in all such instances only if such document or action is reasonably necessary to carry out the terms of this Agreement.

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

Consultant



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Client



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

"Consultant"

The Abbi Agency
 275 Hill Street, Suite 250
 Reno, Nevada 89501

"Client"

North Lake Tahoe
 Andy Chapman, Chief Marketing Officer

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

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

"CONSULTANT"

"CLIENT"

The Abbi Agency
 275 Hill Street, Suite 250
 Reno, Nevada 89501

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

By: _____

Abbi J. Whitaker, President

By: _____

Andy Chapman, CMO

Date: _____

7.11.14

Date: _____

7-11-14

Consultant



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Client





north lake tahoe

Addendum

Updated contract language for use of Placer County TOT Funding

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

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

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

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

Local Vendor Opportunity

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

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

NORTH LAKE TAHOE MARKETING COOPERATIVE

By: 

JT Thompson
Tourism Director , NLTRA

Date: 9/25/15

THE ABBI AGENCY

Signature: Ty Whitaker

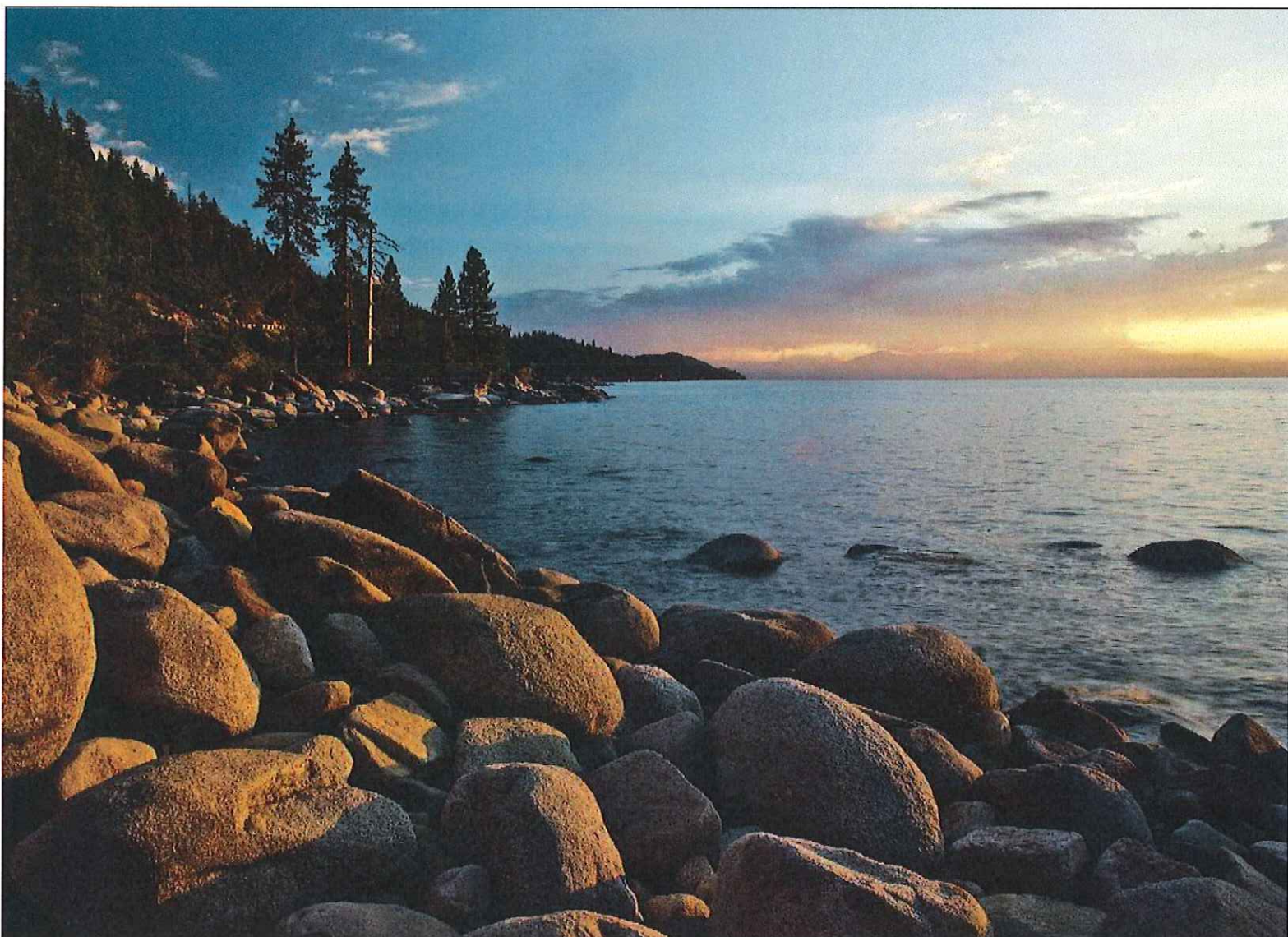
Name: TY WHITAKER

Title: COO

Date: 9/25/2015

North Lake Tahoe
2015/16
The Abbi Agency Proposed Budget

Category	Description	Budget
PR Retainer/Social Media Retainer	crisis communication, press release development/distribution, media outreach (Local & National), International PR Oversight/ Facebook, Pinterest, Instagram, Twitter, YouTube	\$ 90,000.00
Media FAMs	hosting media, travel costs, tips, non-comped activities	\$ 3,500.00
Media Missions	deskside visits (NYC, San Francisco, Colorado)	\$ 3,500.00
Content Development	newsletters, blog posts	\$ 8,000.00
Social Advertising	monthly boosting budget	\$ 13,000.00
Grant	Content Campaigns	\$ 30,000.00
Total 2015/16 Budget:		\$ 148,000.00



COMMUNICATIONS OVERVIEW
2015 - 2016

Overview

The Abbi Agency promotes, designs and creates digitally engaging content and hones compelling storytelling on behalf of the region in line with the North Lake Tahoe Marketing Cooperative's messaging for media, newsletters, online partners, and curated content. While maintaining a strong focus on traditional media relations, The Abbi Agency reaches targeted consumer personas through innovative social media campaigns, engaging influencer relations, and thoughtful digital campaigns. This prepared content is used across an array of mediums to reach both regional and national visitors. The Abbi Agency also manages domestic and international media relations to promote our destination to magazine, newspaper, television and radio travel journalists, as well as numerous industry publications.

Objectives

The Abbi Agency will continue to aggressively enhance its reach to travel media in order to grow editorial value in FY 2015-16. Last fiscal year, The Abbi Agency assisted in more than \$2.5 million in editorial/ad equivalency. We will continue in FY 2015-16 to integrate our messaging to journalists through a cooperative strategic campaign with the North Lake Tahoe Marketing Cooperative.

The purpose of our media/PR efforts is to encourage consumers to visit North Lake Tahoe above other travel destinations; to stay in area lodging properties; to do business with area service providers, merchants and restaurants; to participate in outdoor recreational activities; to visit commercial attractions, cultural offerings, historic sites and scenic areas; and to influence purchasing decisions through favorable editorial coverage.

Long-term objectives include generating positive publicity about North Lake Tahoe and the offerings of regional partners through media outlets that cover consumer travel, travel trade, meeting trade, outdoor recreation, cuisine, golf, spa, the environment and lifestyle interests. Our specific long-term goals are to:

- Increase the frequency and duration of drive-market and day visitors, encouraging more overnight stays and turning short-term visitors into long-stay planners.
- Plan a co-op hosted media event in San Francisco before the beginning of the winter season.

- Increase travel during spring and fall shoulder seasons, as well as mid-week stays through winter and summer.
- Extend North Lake Tahoe's reach into direct-fly (New York City, Chicago, Southern California, etc.) and drive (Bay Area, Sacramento, Reno, etc.) geographic and demographic markets.
- Develop increasingly engaging content through multiple channels including our blog, newsletter and social media outlets.
- Develop, enhance and implement a crisis communication plan for fire season around potential fires within our region, or smoke pollution from fires nearby.
- Develop, enhance and implement a crisis communication plan surrounding the impending drought.
- Ensure high visibility for North Lake Tahoe and its partners, and seek new story angles for editorial coverage in media outlets that have featured the destination in the past.
- Increase traffic (consumer and media) to www.gotahoenorth.com.
- Apply for and secure industry accolades and awards for North Lake Tahoe as a premiere travel destination.
- Strengthen the "Human-Powered Sports" campaign by capitalizing on the region's outdoor adventure assets (seasonally focused: summer / winter).
- Provide a continual stream of publicity for North Lake Tahoe and its tourism industry to counter the exposure of competing destinations.
- Maintain the momentum established by previous national PR efforts.
- Maintain communication with School of Thought, Gate 7, Black Diamond and other entities as needed to ensure all strategies and messages are integrated.

Media Markets

In order to accomplish the objectives listed above, The Abbi Agency will target the following media markets on behalf of North Lake Tahoe:

Consumer Travel

Placement Goal: 10

- National consumer travel publications such as Afar, Travel + Leisure, Arthur Frommer's Budget Traveler, National Geographic Traveler, Departures, Conde Nast Traveler and Executive Traveler.
- Household travel decision maker publications such as Travel Leisure Family, Family Travel Express, Family Fun, Family Traveller, Real Family Travel Magazine, Parents, and influential mom blogs.
- Women's publications such as Redbook, More, Real Simple and Ladies Home Journal.
- Men's publications such as GQ, Esquire, Men's Health and Men's Journal.

Lifestyle

Placement Goal: 20

- Senior publications such as Modern Maturity, Mature Lifestyles, Vitality and AARP – the Magazine, Senior Skiing.
- Bridal publications such as Bride's, Modern Bride, For the Bride, Elegant Bride and Woman's Day Bride.
- Spa publications such as Healing Retreats & Spas, Spa magazine, Spa Finder, Spa Life, Healing Lifestyles & Spas, Wellness Options and Spirituality & Health.
- Outdoor recreation publications such as Outside, National Geographic Adventure, Bicycling, Backpacker, Outdoor Life, Alpinist and Backcountry.
- Golf publications such as Golf Illustrated, Travel & Leisure Golf, Golf & Travel, Golf and Golf Digest.
- Luxury lifestyle publications such as American Express Platinum Card. Newsletter, Cowboys & Indians, Mountain Living, Departures, Town & Country and Country Living.
- LGBT publications and websites, including Passport, Out Traveler, Curve, and Planet Out.
- City and regional magazines such as Sunset Magazine, Los Angeles Magazine, Las Vegas Magazine, Chicago magazine, 7x7, Palm Springs Outreach, and New York Magazine.
- In-flight publications for all airlines serving the Reno-Tahoe International Airport.
- Alternative publications such as Nylon and Paste Magazine and online counterparts.

Endemic

Placement Goal: 4

- Environmental publications such as Sierra, E – The Environmental Magazine, Nature Conservancy and Audubon.
- Auto travel and AAA publications such as Going Places, Highways, Home & Away, Westways, AAA Journey, Car & Travel, AAA Today and VIA.
- Travel-trade publications such as Recommend, Travel Weekly, Travel Agent and TravelAge West.

Meetings & Conventions

Placement Goal: 6

- Meeting trade publications such as Successful Meetings, Meeting News, Meetings West, Smart Meetings, Convene, Meetings & Incentives and Meetings & Conventions.

Newspapers

Placement Goal: 10

- Columnists and reporters who specialize in travel for newspaper syndicates such as Tribune Media Service, Copley, McClatchy-Tribune, Hearst, Gannett, Scripps Howard, Associated Press, The New York Times and Los Angeles Times.
- The travel, features, lifestyle, recreation and environmental sections in daily newspapers that serve all appropriate markets and areas of dominant influence (ADIs).

Digital Media

Placement Goal: 24

- Digital media influencers, the unconventional journalists of the digital age, who focus on action sports, adventure, outdoor and family travel.
- A limited number of high-impact Internet sites that feature travel, such as USAToday.com, frommers.com, bestfares.com and CNN.com.
- High influence mom bloggers such as Traveling Mom, The NapTime Reviewer and Trekaroo.

Television Programs

Placement Goal: 1

- Television programs covering travel such as those on the Travel Channel, Outdoor Network, Wal-Mart's Great Outdoors, and ESPN, as well as network programs such as Good Morning America, The Today Show and CBS This Morning.

Geographic Markets

The Abbi Agency will target ADIs (areas of dominant influence) that:

- Are within traditional and emerging geographic markets (SF Bay Area, Sacramento, Reno, Los Angeles, etc.)
- Offer direct airline flights into Reno-Tahoe International Airport (New York City, Chicago, San Diego, Seattle, etc.)

Measurement & Evaluation

The effectiveness of the media/PR program is measured on a number of levels. As the industry has evolved, so have its standards for measurement. The industry has come to accept the Barcelona Principles as the new standard of measurement in the public relations industry. The Principles shift away from quantitative measurements such as reach and publicity value and focus on qualitative measurements. For example, "number of clips" does not provide the client with the *quality* of the clips – tonality, share of voice, etc.

For these reasons, The Abbi Agency recommends that in 2015-16 we drop most quantitative measurements and integrate an increased focus on qualitative measurements such as:

- Inspiration/ Tonality
- Call to actions
- Number of clips in media markets defined above
- Circulation/reach of clips
- Share of voice (comparison to those in comp set)
- Message penetration
- Market reach

Throughout 2015, the agency will create a baseline that can be used in future years to compare message penetration, effectiveness and tonality of public relations efforts year over year.

The effectiveness of digital media and content marketing will be measured on the following basis:

- Increase in number of fans within target geographical regions on each social media outlet
- Increase in impressions and fan engagements on social media outlets
- Increase in number of user-generated posts with the hashtag #TahoeNorth
- Number of newsletter subscribers
- Quality, content and results of distributed newsletters
- Quality of published blog posts and blog post traffic
- Reach of video content, total number and minutes of views
- Increased traffic to www.gotahoenorth.com

Strategic Messaging

The Abbi Agency coordinates messaging to all of our constituents, including North Lake Tahoe Marketing Cooperative members, visitors, the business community, local residents, local media, and national media. While all messages will be inspirational in nature, the strategic messages for FY 2015-16 include:

- Outdoor recreation and activities – 30%
 - Encouraging visitors who plan to travel through the region to seek out mountainside adventures in summer months, lakeside activities in winter months and experience the full offerings of North Lake Tahoe resorts – 10%
- Events (includes groups/meetings/weddings) – 20%

- Family – 20%
- Health/Wellness – 10%
- Hotel and hotel package – 10%
 - Shoulder season-specific – 5%
 - Mid-week-specific – 3%
- Food, Culture & Dining – 10%

Media Relations Efforts

In addition to the above-defined strategic messaging goals and media mix goals, The Abbi Agency will continue to use a personalized approach with all media interested in the area, ensuring the region is viewed in a positive manner. To achieve the qualitative goals outlined above, The Agency will employ a variety of Media Relations tactics including:

- Assist with 100 media leads to North Lake Tahoe.
- Coordinate visits for and/or host 12 travel journalists for customized visits. These journalists include writers from both leisure and trade publications. Our areas of focus will include outdoor activity, culinary, golf, ski, culture, spas, as well as the meetings market.
- Collect editorial calendars for leading travel/meeting publications and proactively pitch North Lake Tahoe stories where applicable.
- Proactively targeting both leisure-travel and meeting-trade media to visit and/or feature North Lake Tahoe and its partners as a leisure, meetings and convention destination.
- Research and write timely pitches drawing on national trends and repurposing for use on www.gotahoenorth.com.
- Strategically prioritizing/generating interest from national publications, including travel writers in the New York, Los Angeles, and Chicago markets.
- Researching and providing up-to-date facts and figures as requested by media and constituents.
- Conduct media missions in key geographic targets to meet with qualified media and pitch seasonally appropriate as well as long lead stories.
- Informing travel media about the quality, luxury and attractiveness of North Lake Tahoe as a destination at travel trade shows, tourism association conferences, media missions and PR missions.
- Use authentic North Tahoe personalities to help tell North Tahoe's stories. We will draw personalities from the Chamber Ambassador program, local athletes and others.

Digital Media Efforts

The Abbi Agency will continue to tell the story of North Lake Tahoe through social media outlets and social media ads. In FY 2014-15, The Abbi Agency assisted in gaining 47,390 new combined social media fans, resulting in 27.8 million online impressions. The Abbi Agency will continue this momentum and upward trend in FY 2015-16 through innovative content campaigns, relevant contesting and brand interaction with users.

The purpose of social media efforts is to showcase the North Lake Tahoe region online to relevant users, and to engage with those users about visiting the area. Posting is focused on inspiration messages with specifics on relevant deals, local events, scenic photos and human powered activities in the area. The Abbi Agency fields content to appropriate channels:

- Facebook focus: deals, scenic photos, videos and activities
- Twitter focus: events and real-time regional updates
- Instagram focus: Take overs with local and regional influencers (1/quarter), scenic photos and specific locations for users to find in North Lake Tahoe
- Pinterest focus: scenic photos, regional activities, events, deals and owned content
- YouTube focus: video content
- Explore new digital platforms like Snapchat and Periscope

To continue growth among social media channels, The Abbi Agency will continue to work with innovative strategies in the social media sphere. Major focus points will be user-generated content and engagement, regional fan base growth, newsletter database growth and online share-ability among posts and videos.

The Abbi Agency will strategically manage the monthly social media budget. This budget will be used to reach regional markets, target key content to page fans and to promote overall campaigns.

Content Marketing

The Abbi Agency will continue to develop original content to populate the North Lake Tahoe blog and distribute through the newsletter. Through use of seasonally themed content, The Abbi Agency will work to inform the public about regional happenings.

To continue telling the North Lake Tahoe story efficiently, The Abbi Agency will regularly create original videos. These videos will highlight various aspects of the region, and topics will be determined seasonally. Videos will be used on social media, online ads, blog posts and as a tool for media outreach. The Abbi Agency will work with partners to receive and share videos, both inspirational and real time.



The Abbi Agency will continue to grow newsletter engagement through engaging content for the blog and newsletter. Content is created for the blog and newsletter continually throughout the month reflecting key messages including inspirational trip ideas, real time photos, events, deals and more.

Program of Work

July 2015

- FY 2015-16 Business Development Plan finalized.
- Continued follow-up with New York City-based journalists in light of JetBlue/NYC flight. Secure all possible stories and media FAMs.

August 2015

- Fall travel push to regional and direct flight markets
- Long lead push for winter specific messaging

September 2015

- Visit California Media Reception in San Francisco, Sept. 29 and desksides
- Plan and host a co-op media event in San Francisco
- Development of North Lake Tahoe Winter 2016 Media Kit.
- Internet and media content developed and written including "What's New in North Lake Tahoe," and holiday seasonal news and events, including shopping specials, holiday fests, etc.

October 2015

- Regional and short lead out reach for winter messaging
- Southern California media mission

November 2015

- Long lead outreach for spring and summer messaging

December 2015

- Editorial Calendar research and planning begins for 2016

January 2016

- Internet and media content developed and written for spring seasonal news, events and specials, including spring skiing, culture, events and snow conditions.

February 2016

- Spring Shoulder Season push begins for regional and direct flight markets
- Bay Area/San Francisco media mission



March 2016

- Development of North Lake Tahoe Summer 2016 Media Kit
- Attend Visit California media reception in NYC

April 2016

- Regional and short lead focus on summer messaging

May 2016

- Summer events press push

June 2016

- Summer crisis plan development and approval



PR Editorial Calendar

Month	Short Lead	Long Lead
July	Summer events and mountain village push	Fall shoulder season and ski season
August, September	Reactive Summer Press Handling, Fall shoulder season	Ski season, 'What's New in North Lake Tahoe' for Winter 2016.
October	Fall shoulder season & holiday events	Spring ski & events
November, December	Holiday events, ski season, 'What's New in North Lake Tahoe' for Winter 2016.	Spring ski & events
January, February	Spring ski & Events	Spring shoulder season, summer travel 2016
March, April	Spring shoulder season,	Summer & Fall travel
May, June	Summer events	Fall travel

Digital and Content Editorial Calendar

Month	Social Media	Content Marketing
July, August	Social: Re-launch of Human-powered sports Ads: Human-powered sports, fall bookings	Human-powered sports, Summer events
September, October	Social: Visual focus on fall, user-generated Ads: Fall bookings	Leaf peeping, Fall activities, Fall events
November, December	Social: Ski season, holiday events, ski contest, re-launch après ski campaign with quiz and Instagram contest Ads: Winter bookings	Winter deals, winter events, Ski season
January, February	Social: Spring skiing, activities, influencers, re-launch après ski campaign with quiz and Instagram contest Ads: Skiing deals and bookings	Spring skiing guide, winter events, winter activities
March, April	Social: Spring skiing, hiking tour Ads: Regional Spring push	Hiking guide, winter activities, spring events

May, June	Social: Welcoming summer, user-generated Ads: Regional fan base building	Spring events, summer activities, make the most of your weekend trip
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FY 2015-16 Services Retained

Service	Description	Total Yearly Cost
Public Relations, Social Media, Content Creation	Crisis communication, press release development/distribution, media outreach (Regional & National) Social media posts, content campaigns via all platforms (Facebook, Pinterest, Instagram, Twitter, YouTube), design services, additional social platforms considered this year (Snapchat, Periscope, Tumblr) Newsletters, blog posts and video campaigns	\$90,000 (\$7,500/mo.)
Additional Program Costs & Social Media Engagement/Adv ertising	Media Hosting: Media familiarization tours, flights arranged dining experiences and lodging on-demand Media Missions: Proactive outreach to designated markets through out-bound travel to key destinations (NYC, SF, CO) for deskside visits Social Media Advertising: Boosting budget Campaign centric ads in key targets to increase digital footprint	\$20,000
Content Campaigns	Brand journalism initiatives, native advertising, social contests and digital influencer campaigns	TBD *based on available grants awarded
Social Media Engagement & Advertising	Newsletters, blog posts and video campaigns	\$20,000
	FY 2015-16 TOTAL	\$110,000

**Board Review and Comment Requested**

Subject: Placer County Contract Compliance #12.9
AFW AGREEMENT BETWEEN NLTRA AND NORTHSTAR

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- Staff was directed to provide the agreement between Northstar and the NLTRA for Autumn Food and Wine Festival for approval.
- -- Attached documents: Amended Agreement for 2015, Original Agreement; Memo dated August 20, 2015 to Jennifer Merchant outlining how we distribute sponsorship and VIP tickets obtained through these sponsorships.

AMENDED & RESTATED EVENT AGREEMENT

This Amended & Restated Event Agreement ("Agreement") is made on September 1, 2015 ("Effective Date") between Trimont Land Company, a California corporation, d/b/a Northstar® California ("TLC") and North Lake Tahoe Resort Association, Inc., a California corporation ("NLTRA").

BACKGROUND

- A. TLC controls Northstar® California Resort, located in Placer County, California ("Resort") and conducts special events at the Resort.
- B. NLTRA owns and will retain the rights to the Autumn Food and Wine Festival (the "Event") and promotes the Event to the Lake Tahoe region.
- C. NLTRA desires to conduct the Event at the Resort.
- D. The parties agree to jointly use their best efforts to promote the Event each year during the Term.

AGREEMENT

The parties agree:

1. **TERM; RESPONSIBILITIES.** This Agreement starts on the Effective Date and ends on September 14, 2015 (the "Term"). The rights and responsibilities of each party concerning each annual Event are further described on Exhibit A.
2. **ADVERTISING AND PROMOTION.** Each party has the right, at its own expense, to engage in any advertising or promotional activities with respect to the Event. However, the Event-specific marketing and promotional budget will come from Event revenues and will be jointly managed by the parties.
3. **CONSIDERATION AND PAYMENT.** NLTRA will pay all costs associated with the Event. If TLC incurs any costs, TLC will invoice NLTRA for the costs, and NLTRA will pay the invoice within 30 days of receipt.
4. **TRADEMARKS.**
 - 4.1. TLC's trademarks are the sole property of TLC or its subsidiaries and affiliates and NLTRA does not have any right, title or interest in any of the trademarks, including reproduction of the trademarks in NLTRA's printed words or still or moving photographic images. NLTRA acknowledges that (i) all of the TLC trademarks have great value and good will; and (ii) if NLTRA breaches this Section, injury to TLC would be irreparable and injunctive relief to protect TLC's interests would be appropriate, without limiting TLC's other remedies allowed by law.
 - 4.2. Except as necessary to perform its obligations under this Agreement, NLTRA must not use any TLC trademarks without obtaining prior written permission from TLC. Any TLC trademarks used by NLTRA must be accompanied by adequate notification of TLC's ownership including proper usage of the ™ and/or the ® symbols, as appropriate.
 - 4.3. NLTRA's trademarks are the sole property of NLTRA or its subsidiaries and affiliates and TLC does not have any right, title or interest in any of the trademarks, including reproduction of the trademarks in TLC's printed words or still or moving photographic images. TLC acknowledges that (i) all of the NLTRA trademarks have great value and good will; and (ii) if TLC breaches this Section, injury to NLTRA would be irreparable and injunctive relief to protect NLTRA's interests would be appropriate, without limiting NLTRA's other remedies allowed by law.

4.4. Except as necessary to perform its obligations under this Agreement, TLC must not use any NLTRA trademarks without obtaining prior written permission from NLTRA. Any NLTRA trademarks used by TLC must be accompanied by adequate notification of NLTRA's ownership including proper usage of the TM and/or the ® symbols, as appropriate.

5. INDEMNIFICATION.

5.1. NLTRA will defend and indemnify TLC, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, a "**TLC Indemnified Party**") from all losses, damages or liabilities to the extent arising from the Event and NLTRA's negligent acts or omissions. NLTRA releases and will indemnify each TLC Indemnified Party from liability for any injuries and losses to NLTRA or its employees, officers, directors, owners, affiliates, agents, assignees and Event vendors, and each of their successors-in-interest in any way arising from this Agreement unless arising from an Indemnified Party's gross negligence or willful misconduct.

5.2. TLC will indemnify NLTRA, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, a "**NLTRA Indemnified Party**") from all injuries, losses and liabilities to the extent arising from TLC's negligent acts or omissions.

5.3. Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim, the indemnifying party will assume defense of the claim and retain counsel reasonably satisfactory to the indemnified party. The indemnified party will cooperate as reasonably requested in the defense and any costs and expenses incurred by indemnified party will be reimbursed by the indemnifying party. The indemnified party may retain counsel and participate in any proceeding at its expense, unless a conflict of interest exists between the parties in which case at the indemnifying party's expense. The indemnifying party may not resolve the claim without the indemnified party's consent. If the indemnifying party does not assume defense of the claim, the indemnified party may retain counsel of its choice at the indemnifying party's expense and the indemnified party will have control over the defense and authority to resolve the claim. This Section will survive any termination or expiration of this Agreement.

6. **LICENSES, APPROVALS AND PERMITS.** NLTRA will obtain, at its own cost, any liquor licenses or permits that may be required to conduct the Event on the Resort premises. TLC will secure any other permits required for the Event unless otherwise agreed to by the parties.

7. **TERMINATION.** Either party may terminate this Agreement for any reason upon 30 days written notice; provided, that this Agreement may not be terminated for convenience after January 1 of each year. In addition, either party may terminate this Agreement upon 30 days written notice to the other party if that party is in material breach of this Agreement (unless that party cures the breach within 30 days of receiving notice).

8. **CANCELLATION FOR WEATHER.** NLTRA acknowledges that inclement, extreme or unseasonable weather may make conducting the Event impractical or impossible and that unseasonable weather in the days or weeks preceding the Event, or during the Event, may make it impractical or impossible for TLC to permit access to the Premises. NLTRA acknowledges that TLC will have complete and sole discretion regarding whether or not to cancel or postpone the Event in case of inclement weather conditions. TLC agrees to consult NLTRA prior to any cancellation decision.

9. GENERAL PROVISIONS.

9.1. Compliance with Law. In performing its obligations under the Agreement, each party will comply with all applicable laws, rules and regulations. In addition, NLTRA will comply with all Resort policies in effect at the time of the Event.

9.2. Authority. Each party warrants that (i) it has the authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.

9.3. Force Majeure. Neither party will be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement to the extent that the delay or failure to perform results directly from an occurrence that is not reasonably foreseeable, caused by, or under the control of, the performing party, and occurs despite reasonable efforts to prevent, avoid, delay or mitigate the effect of that occurrence, including (i) acts of God, fire, flood, explosion or extraordinary and destructive weather conditions directly affecting the performing party; (ii) injunctions; (iii) restraint or acts of domestic government; or (iv) terrorism, war, sabotage, vandalism, accident, civil disorder or riots occurring within the United States or directly affecting the performing party.

9.4. Governing Law; Jurisdiction and Venue. This Agreement is governed by California law, without regard to its conflicts of laws principles. Exclusive jurisdiction and venue for any legal action under this Agreement is the Placer County California District Court or the U.S. District Court for the District of Eastern California.

9.5. Jury Waiver. The parties waive their rights to trial by jury in any legal action under this Agreement.

9.6. Remedies Cumulative. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy.

9.7. Severability. If any part of this Agreement is held invalid in a legal proceeding, then the rest of the Agreement will remain valid.

9.8. Attorneys' Fees. If a party substantially prevails in any legal action under this Agreement the non-substantially prevailing party must pay the reasonable attorneys' fees, experts' fees, costs and expenses of the substantially prevailing party.

9.9. Notices. All notices under this Agreement must be in writing and delivered to the notice address below: (i) by registered, express, or certified mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

If to TLC:

Vail Resorts Management Company
Attention: Legal Dept., Box I-88
390 Interlocken Crescent
Broomfield, Colorado 80021
E-mail: legalnotices@vailresorts.com

With a copy to:

Northstar California
P.O. Box 129
Truckee, CA 96161
Attention: Nadia Guerriero
E-mail: NGuerriero@vailresorts.com

If to NLTRA: North Lake Tahoe Resort Association, Inc.
 Attention: Judy Lavery
 PO Box 5459
 100 North Lake Blvd.
 Tahoe City, CA 96145
 E-mail: Judy@gotahoenorth.com

9.10. Survival. The provisions of this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement, including any indemnification or confidentiality obligations, will survive.

9.11. Amendment. The parties may alter this Agreement only by written amendment signed by the parties.

9.12. Further Assurances. If reasonably requested, each party will sign and deliver any document or take other action necessary to carry out the intent of or to perfect any of the rights granted in this Agreement.

9.13. Time of the Essence. Time is of the essence with regard to all dates and time periods in this Agreement.

9.14. Captions. The captions of each section are for reference only and do not affect the interpretation of this Agreement.

9.15. No Presumption Against Drafter. This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

9.16. Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the other party or hold itself out as having authority to bind the other party.

9.17. Third-Party Beneficiary. This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

9.18. Assignment; Successors. NLTRA may not assign or delegate its rights or duties under this Agreement. This Agreement is binding on the successors and permitted assigns of either party.

9.19. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

9.20. Counterparts. This Agreement may be executed in counterparts, which taken together form one agreement. Signatures provided by facsimile or other electronic methods are equivalent to original signatures.

[signature page follows]

The parties have executed this Agreement as of the Effective Date.

TRIMONT LAND COMPANY

By: Beth Howard
Name: BETH HOWARD
Title: Vice General Manager
Northstar

NORTH LAKE TAHOE RESORT
ASSOCIATION, INC.

By: John Thompson
Name: JOHN THOMPSON
Title: TOURISM DIRECTOR

EXHIBIT A
Event Description

Event Name: Lake Tahoe Autumn Food and Wine Festival
Dates: The Event takes place on September 11 -13, 2015.

Event Details:

Friday

TICKETED EVENT

Farm to Tahoe Dinner will take place at the Zephyr Lodge.

Saturday

Events and seminars will take place throughout the Village including Village center skating rink, plaza, and overlook, Gondola Way, grand archway breezeway, select Village restaurants, conference rooms, on-mountain and at the golf course:

FREE EVENTS INCLUDE:

- o Cooking demonstrations unless alcohol is served
- o Children's activities
- o Gourmet Marketplace Trade Fair
- o Live Music
- o Entertainers, face painters, balloon artists
- o Artisan Jewelry, Clothing, Accessories Show and Sale – as part of the Gourmet Marketplace Trade Fair

TICKETED EVENTS INCLUDE:

- o Gourmet Marketplace Wine and Brew Walk
- o Food, Wine and Cooking seminars where alcohol is served
- o Hands on Cooking
- o Blazing Pans Mountain Chef Cook Off
- o Charbay Artisan Winery & Distillery Release Party
- o Other events as mutually determined by both parties

Sunday

TICKETED EVENT

The Grand Tasting and Culinary Competition will be held in the Village center skating rink, plaza and overlook, creating movement and activity. In addition to the Grand Tasting, the Marketplace, live or silent auction, and live music will be featured.

ADDITIONAL RESPONSIBILITIES OF NLTRA

NLTRA will provide the following:

- Event Marketing and PR support for the Event
- Assist in finalizing Event programming and chef commitments
- Initiate vendors, restaurants and wineries solicitations
- Provide temporary ABC license for Event site
- Allow use of all NLTRA-owned kitchen equipment during the Event
- Assistance with NLTRA-owned kitchen equipment transport to/from Northstar Village
- Secure auction items to be used on Sunday during the Grand Tasting
- Provide oversight and expertise for the Event
- NLTRA to choose members of the Judging Committees
- Provide TLC with complimentary tickets to the Gourmet Marketplace wine & beer tasting event and complimentary tickets to the Grand Tasting each event year during the Term.

ADDITIONAL RESPONSIBILITIES OF NORTHSTAR

TLC will provide the following:

- Event development and execution
- Provide lodging to Event sponsors, presenters and judges
- Event marketing, advertising and public relations support for the Event
- Provide vendor, restaurant and winery communication and registration
- Event logistics, staffing and operations directly related to execution of the Event at the Resort, including:
 - All food and beverage
 - Seminar services
 - Signage
 - Event staffing
 - Vendor registration and storage
 - Sound system(s)
 - All rental equipment
 - Power
 - Participant check-in
 - Live Music
 - Kitchen equipment transport and on-site storage
- Event venue site (Friday, Saturday & Sunday events)
- Event security
- TLC will return and/or replace all NLTRA owned kitchen equipment used for Event
- TLC will provide to NLTRA a complete accounting of invoices for services and accounts payable for the Event.
- TLC will provide truck transportation and load-in/load-out staffing at the Truckee Airport and the Village at Northstar storage.
- TLC along with NLTRA staff will inventory in/out of kitchen equipment and will jointly sign off on inventory and all shortages.

Amber Clarke 186
2/20/15

EVENT AGREEMENT

This Event Agreement ("Agreement") is made on January 23, 2015 ("Effective Date") between Trimont Land Company, a California corporation, d/b/a Northstar® California ("TLC") and North Lake Tahoe Resort Association, Inc., a California corporation ("NLTRA").

BACKGROUND

- A. TLC controls Northstar® California Resort, located in Placer County, California ("Resort") and conducts special events at the Resort.
- B. NLTRA owns and will retain the rights to the Autumn Food and Wine Festival (the "Event") and promotes the Event to the Lake Tahoe region.
- C. TLC desires to conduct the Event at the Resort, and NLTRA desires to license its rights to the Event to TLC for that purpose.
- D. The parties agree to jointly use their best efforts to promote the Event each year during the Term.

AGREEMENT

The parties agree:

1. **TERM; RESPONSIBILITIES.** This Agreement starts on the Effective Date and ends on September 15, 2017 (the "Term"). The Event will be conducted annually during the weekend after Labor Day weekend, or at another time as mutually agreed upon by the parties in writing. The rights and responsibilities of each party concerning each annual Event are further described on Exhibit A, which may be amended annually prior to that year's Event, only upon mutual written agreement of the parties.
2. **ADVERTISING AND PROMOTION.** Each party has the right, at its own expense, to engage in any advertising or promotional activities with respect to the Event. However, the Event-specific marketing and promotional budget will come from Event revenues and will be jointly managed by the parties.
3. **CONSIDERATION AND PAYMENT.** NLTRA will pay TLC an annual sponsorship fee as described on Exhibit A (the "Sponsorship Fee"). NLTRA will pay this amount, without demand, no later than July 15 of each year during the Term. Except as otherwise provided in this Agreement, each party will pay its own costs associated with its responsibilities in connection with each annual Event.
4. **TRADEMARKS.**
 - 4.1. TLC's trademarks are the sole property of TLC or its subsidiaries and affiliates and NLTRA does not have any right, title or interest in any of the trademarks, including reproduction of the trademarks in NLTRA's printed words or still or moving photographic images. NLTRA acknowledges that (i) all of the TLC trademarks have great value and good will; and (ii) if NLTRA breaches this Section, injury to TLC would be irreparable and Injunctive relief to protect TLC's interests would be appropriate, without limiting TLC's other remedies allowed by law.
 - 4.2. Except as necessary to perform its obligations under this Agreement, NLTRA must not use any TLC trademarks without obtaining prior written permission from TLC. Any TLC trademarks used by NLTRA must be accompanied by adequate notification of TLC's ownership including proper usage of the ™ and/or the ® symbols, as appropriate.
 - 4.3. NLTRA's trademarks are the sole property of NLTRA or its subsidiaries and affiliates and TLC does not have any right, title or interest in any of the trademarks, including reproduction of the trademarks in TLC's printed words or still or moving photographic images.

TLC acknowledges that (i) all of the NLTRA trademarks have great value and good will; and (ii) if TLC breaches this Section, injury to NLTRA would be irreparable and injunctive relief to protect NLTRA's interests would be appropriate, without limiting NLTRA's other remedies allowed by law.

4.4. Except as necessary to perform its obligations under this Agreement, TLC must not use any NLTRA trademarks without obtaining prior written permission from NLTRA. Any NLTRA trademarks used by TLC must be accompanied by adequate notification of NLTRA's ownership including proper usage of the TM and/or the ® symbols, as appropriate.

5. INDEMNIFICATION.

5.1. NLTRA will defend and indemnify TLC, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, a "TLC Indemnified Party") from all losses, damages or liabilities to the extent arising from the Event and NLTRA's negligent acts or omissions. NLTRA releases and will indemnify each TLC Indemnified Party from liability for any injuries and losses to NLTRA or its employees, officers, directors, owners, affiliates, agents, assignees and Event vendors, and each of their successors-in-interest in any way arising from this Agreement unless arising from an Indemnified Party's gross negligence or willful misconduct.

5.2. TLC will indemnify NLTRA, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, a "NLTRA Indemnified Party") from all injuries, losses and liabilities to the extent arising from TLC's negligent acts or omissions.

5.3. Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim, the indemnifying party will assume defense of the claim and retain counsel reasonably satisfactory to the indemnified party. The indemnified party will cooperate as reasonably requested in the defense and any costs and expenses incurred by indemnified party will be reimbursed by the indemnifying party. The indemnified party may retain counsel and participate in any proceeding at its expense, unless a conflict of interest exists between the parties in which case at the indemnifying party's expense. The indemnifying party may not resolve the claim without the indemnified party's consent. If the indemnifying party does not assume defense of the claim, the indemnified party may retain counsel of its choice at the indemnifying party's expense and the indemnified party will have control over the defense and authority to resolve the claim. This Section will survive any termination or expiration of this Agreement.

6. **LICENSES, APPROVALS AND PERMITS.** NLTRA will obtain, at its own cost, any liquor licenses or permits that may be required to conduct the Event on the Resort premises. TLC will secure any other permits required for the Event unless otherwise agreed to by the parties.

7. **TERMINATION.** Either party may terminate this Agreement for any reason upon 30 days written notice; provided, that this Agreement may not be terminated for convenience after January 1 of each year. In addition, either party may terminate this Agreement upon 30 days written notice to the other party if that party is in material breach of this Agreement (unless that party cures the breach within 30 days of receiving notice).

8. **CANCELLATION FOR WEATHER.** NLTRA acknowledges that inclement, extreme or unseasonable weather may make conducting the Event impractical or impossible and that unseasonable weather in the days or weeks preceding the Event, or during the Event, may make it impractical or impossible for TLC to permit access to the Premises. NLTRA acknowledges that TLC will have complete and sole discretion regarding whether or not to cancel or postpone the Event in case of inclement weather conditions. TLC agrees to consult NLTRA prior to any cancellation decision.

9. GENERAL PROVISIONS.

9.1. Compliance with Law. In performing its obligations under the Agreement, each party will comply with all applicable laws, rules and regulations. In addition, NLTRA will comply with all Resort policies in effect at the time of the Event.

9.2. Authority. Each party warrants that (i) it has the authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.

9.3. Force Majeure. Neither party will be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement to the extent that the delay or failure to perform results directly from an occurrence that is not reasonably foreseeable, caused by, or under the control of, the performing party, and occurs despite reasonable efforts to prevent, avoid, delay or mitigate the effect of that occurrence, including (i) acts of God, fire, flood, explosion or extraordinary and destructive weather conditions directly affecting the performing party; (ii) injunctions; (iii) restraint or acts of domestic government; or (iv) terrorism, war, sabotage, vandalism, accident, civil disorder or riots occurring within the United States or directly affecting the performing party.

9.4. Governing Law; Jurisdiction and Venue. This Agreement is governed by California law, without regard to its conflicts of laws principles. Exclusive jurisdiction and venue for any legal action under this Agreement is the Placer County California District Court or the U.S. District Court for the District of Eastern California.

9.5. Jury Waiver. The parties waive their rights to trial by jury in any legal action under this Agreement.

9.6. Remedies Cumulative. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy.

9.7. Severability. If any part of this Agreement is held invalid in a legal proceeding, then the rest of the Agreement will remain valid.

9.8. Attorneys' Fees. If a party substantially prevails in any legal action under this Agreement the non-substantially prevailing party must pay the reasonable attorneys' fees, experts' fees, costs and expenses of the substantially prevailing party.

9.9. Notices. All notices under this Agreement must be in writing and delivered to the notice address below: (i) by registered, express, or certified mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

If to TLC:

Vail Resorts Management Company
Attention: Legal Dept., Box 1-88
390 Interlocken Crescent
Broomfield, Colorado 80021
E-mail: legalnotices@vailresorts.com

With a copy to:

Northstar California
P.O. Box 129
Truckee, CA 96161
Attention: _____
E-mail: _____

If to NLTRA:

North Lake Tahoe Resort Association, Inc.
Attention: Judy Lavery
PO Box 5459
100 North Lake Blvd.
Tahoe City, CA 96145
E-mail: Judy@GOTAHOE/NORTH.COM

9.10. Survival. The provisions of this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement, including any indemnification or confidentiality obligations, will survive.

9.11. Amendment. The parties may alter this Agreement only by written amendment signed by the parties.

9.12. Further Assurances. If reasonably requested, each party will sign and deliver any document or take other action necessary to carry out the intent of or to perfect any of the rights granted in this Agreement.

9.13. Time of the Essence. Time is of the essence with regard to all dates and time periods in this Agreement.

9.14. Captions. The captions of each section are for reference only and do not affect the interpretation of this Agreement.

9.15. No Presumption Against Drafter. This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

9.16. Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the other party or hold itself out as having authority to bind the other party.

9.17. Third-Party Beneficiary. This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

9.18. Assignment; Successors. NLTRA may not assign or delegate its rights or duties under this Agreement. This Agreement is binding on the successors and permitted assigns of either party.

9.19. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

9.20. Counterparts. This Agreement may be executed in counterparts, which taken together form one agreement. Signatures provided by facsimile or other electronic methods are equivalent to original signatures.

The parties have executed this Agreement as of the Effective Date.

TRIMONT LAND COMPANY

By: Beth Howard
Name: Beth Howard
Title: VP + General Manager

NORTH LAKE TAHOE RESORT
ASSOCIATION, INC.

By: Sandra Evans Hall
Name: Sandra Evans Hall
Title: CEO / Executive Director

EXHIBIT A
Event Description

Event Name: Lake Tahoe Autumn Food and Wine Festival

Dates: The Event takes place annually on the Saturday and Sunday following Labor Day weekend. Event dates are September 11 -13, 2015, September 9 – 11, 2016, and September 8 – 10, 2017.

Event Details:

Friday

TICKETED EVENT

Farm to Tahoe Dinner will take place at the Zephyr Lodge.

Saturday

Events and seminars will take place throughout the Village including Village center skating rink, plaza, and overlook, Gondola Way, grand archway breezeway, select Village restaurants, conference rooms, on-mountain and at the golf course:

FREE EVENTS INCLUDE:

- o Cooking demonstrations unless alcohol is served
- o Children's activities
- o Gourmet Marketplace Trade Fair
- o Live Music
- o Entertainers, face painters, balloon artists
- o Artisan Jewelry, Clothing, Accessories Show and Sale – as part of the Gourmet Marketplace Trade Fair

TICKETED EVENTS INCLUDE:

- o Gourmet Marketplace Wine and Brew Walk
- o Food, Wine and Cooking seminars where alcohol is served
- o Hands on Cooking
- o Blazing Pans Mountain Chef Cook Off
- o Charbay Artisan Winery & Distillery Annual Release Party
- o Other events as mutually determined by both parties

Sunday

TICKETED EVENT

The Grand Tasting and Culinary Competition will be held in the Village center skating rink, plaza and overlook, creating movement and activity. In addition to the Grand Tasting, the Marketplace, live or silent auction, and live music will be featured.

ADDITIONAL RESPONSIBILITIES OF NLTRA

NLTRA will provide the following on an annual basis:

- Event Marketing and PR support as part of the Event sponsorship
- Pay TLC the Sponsorship Fee (TLC is not required to participate in sponsorship process)
- Assist in finalizing Event programming and chef commitments
- Initiate vendors, restaurants and wineries solicitations
- Provide temporary ABC license for Event site
- Allow use of all NLTRA-owned kitchen equipment during the Event
- Assistance with NLTRA-owned kitchen equipment transport to/from Northstar Village
- Auction items to be used on Sunday during the Grand Tasting
- Provide oversight and expertise for the Event
- Sponsorship fee: At the conclusion of each year's event, both parties agree to meet to discuss the following year's Sponsorship Fee to determine if the following year's fee, described below, remains valid and appropriate.
 - \$30,000 in 2015 (additional funds due to 30th anniversary of event)
 - \$20,000 in 2016
 - \$20,000 in 2017

ADDITIONAL RESPONSIBILITIES OF NORTHSTAR

TLC will provide the following on an annual basis:

- Event development and execution
- Event ticketing for Resort Events.
- Provide lodging to Event sponsors, presenters and judges
- Provide Event budgets for marketing, advertising and public relations in connection with the Event
- Provide vendor, restaurant and winery communication and registration
- Event logistics, staffing and operations directly related to execution of the Event at the Resort, including:
 - All food and beverage
 - Seminar services
 - Signage
 - Event staffing
 - Vendor registration and storage
 - Sound system(s)
 - All rental equipment
 - Power
 - Participant check-in
 - Live Music
 - Kitchen equipment transport and on-site storage
- Event venue site (Friday, Saturday & Sunday events)
- Event security
- Provide NLTRA with a Title or Presenting Sponsorship
- Assist in vendor and restaurant acquisition
- TLC will return and/or replace all NLTRA owned kitchen equipment used for Event

- Provide a guaranteed donation of \$5,000 to the Community Fund of North Lake Tahoe.
- TLC will provide to NLTRA a complete accounting of revenues, ticket sales, accounts payable and accounts receivable for the event.
- TLC will allow NLTRA to continue to choose members of the Judging Committees
- TLC will provide truck transportation and load-in/load-out staffing at the Truckee Airport and the Village at Northstar storage.
- TLC along with NLTRA staff will inventory in/out of kitchen equipment and will jointly sign off on inventory and all shortages.
- Provide NLTRA with 25 complimentary tickets to the Gourmet Marketplace wine & beer tasting event and 25 complimentary tickets to the Grand Tasting each event year during the Term.



Staff Report for County Executive Office

Subject: Response to Request #11 of letter dated July 28, 2015 to Jennifer Merchant

Date: August 20, 2015

From: JT Thompson, Tourism Director

Request: Provide information on how the complimentary race entries and VIP packages provided to the NLTRA under its agreement with World Triathlon (Ironman) are distributed.

Participation/Race Entries are utilized for PR/Social contests to increase awareness of the region and draw increased exposure to our website.

Any complimentary tickets that are part of a sponsorship are first offered to clients of the Conference and Tourism Sales Departments as part of Site Inspections or Familiarization Trips (FAMS), and utilized by NLTRA staff that volunteer for the event. Then, the remainder of tickets is distributed through an invitation to County Board of Supervisors and NLTRA Board of Directors. If there are still tickets remaining, we will then send out an invitation to County Executive Staff and NLTRA Committee Members and staff on a first come first served basis.

**Board Review and Comment Requested**

Subject: Placer County Contract Compliance #12.10
RENO AIR SERVICE COMMITTEE (RASC) BUDGET AND SCOPE
OF WORK

From: JT Thompson, Tourism Director

Considerations to Attachments:

- -- RASC is a membership organization that markets the Reno International Airport and is charged with increasing air service.
- -- The NLTMC contributes \$100,000 annually for marketing and advertising.
- -- Attached documents: Scope of Work; FY 15-16 Budget.

Scope of Work (SOW)

Responsibilities

- Oversee bank account and funds.
- Coordinate all meetings and associated documents and reports.
- Schedule, attend and produce minutes for all meetings of the committee and subcommittees of RASC.
- Execute communication and advertising plan and work with appropriate designers, media buyers, and web designers. Award of this contract does not guarantee that related services (public relations, media buying, creative, website production) will be awarded to select Project Manager should they offer these services.
- Coordinate and select third party vendors and direct their services. Third party vendors should be selected from a periodic proposal method to ensure costs are always within reason.
- Manage budget and monthly billing and reports.
- Ensure clear and regular communication to all RASC membership.
- Oversee the budget, coordinate risk mitigation funds and regular billings per RASC guidelines and approvals.
- Review monthly reporting and trend analysis on a monthly basis.
- Analyze and coordinate financial records and payment for potential risk mitigation programs.
- Assist with research and strategy development to acquire new air service and maintain existing air service.
- Evaluate media and public relation opportunities.
- Assist with community outreach for air service support.
- Acquire content, maintains website, manage blogs and all e-blasts.
- Handle third party tracking and analysis of online buy.
- Coordinate new air service launches including media, outreach, public relations, promotions and potential risk mitigation program.
- Conduct community outreach and presentations to develop new RASC partners.
- Keep current with industry trends and make recommendations for future strategies.
- Plan and execute, with RASC direction, all marketing and public relations including advertising campaigns.

Regional Air Service Corporation

2015-2016 Budget

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INCOME	Q1		Q2		Estimated Income	Total	Remaining Per Expense
	Jul	Aug	Sep	Oct			
Operating Income							
Annual Partner Income	\$ 160,000.00			\$ 125,000.00		\$ 570,000.00	
JETBLUE - Risk Mitigation						\$ -	
Remaining Carryover (2014-15)	\$ 845,769.00					\$ 845,769.00	
Cash Basis to-date						\$ -	
Other	\$ 3,750.00					\$ 3,750.00	
Total Operating Income	\$ 1,009,519.00	\$ -	\$ -	\$ 125,000.00		\$ 1,419,519.00	BANK ACCOUNT BALANCE
Non-Operating Income					Actual Balance		\$ 867,423.66
Interest Income						Difference	\$ (867,423.66)
Credits							
X							
X							
Other							
Total Non-Operating Income	\$ -	\$ -	\$ -	\$ -		\$ -	
Total INCOME	\$ 1,009,519.00	\$ -	\$ -	\$ 125,000.00		\$ 1,419,519.00	
EXPENSES	Q1		Q2		Estimate Budget	Total	Remaining Per Expense
	Jul	Aug	Sep	Oct			
Operating Expenses							
Project Management	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00		\$ 72,000.00	\$ 18,000.00	\$ 54,000.00
Dues and Subscriptions	\$ 180.00				\$ -	\$ 180.00	\$ (180.00)
Insurance					\$ -	\$ -	\$ -
Office Supplies		\$ 71.06			\$ 1,000.00	\$ 71.06	\$ 928.94
RASC Misc.					\$ 50,000.00	\$ -	\$ 50,000.00
Licenses					\$ 1,000.00	\$ -	\$ 1,000.00
Marketing	\$ 1,875.00				\$ 10,000.00	\$ 1,875.00	\$ 8,125.00
Accounting Services					\$ 4,000.00	\$ -	\$ 4,000.00
Legal Fees	\$ 169.00				\$ 2,000.00	\$ 169.00	\$ 1,831.00
Planning (OnStrategy)		\$ 10,195.00			\$ 10,195.00	\$ 10,195.00	\$ -
Travel					\$ 3,000.00	\$ -	\$ 3,000.00
Facebook Digital Buy	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		\$ 12,000.00	\$ 3,000.00	\$ 9,000.00
Website					\$ 5,000.00	\$ -	\$ 5,000.00
RASC Lobbyist					\$ -	\$ -	\$ -
Business Relations					\$ 100,000.00	\$ -	\$ 100,000.00
JetBlue					\$ -	\$ -	\$ -
Marketing		\$ 2,453.31					
Risk Mitigation/Marketing		\$ 503,504.94			\$ 585,000.00	\$ 503,504.94	\$ 81,495.06
Volaris					\$ -	\$ -	\$ -
Volaris Launch					\$ -	\$ -	\$ -
Alaska/Horizon					\$ -	\$ -	\$ -
Bosie Flight Marketing					\$ 50,000.00	\$ -	\$ 50,000.00
Southwest					\$ -	\$ -	\$ -
Sprint Magazine Program					\$ -	\$ -	\$ -
Digital Advertising					\$ -	\$ -	\$ -
Paid Search SEM	\$ 30,300.00			\$ 30,300.00	\$ 121,600.00	\$ 60,600.00	\$ 61,000.00
Innovata					\$ -	\$ -	\$ -
Flight Mapping Tool		\$ 3,300.00			\$ 13,200.00	\$ 3,300.00	\$ 9,900.00
Sweepstakes					\$ -	\$ -	\$ -
Promotional Contest Fulfillment					\$ 2,000.00	\$ -	\$ 2,000.00
Sponsorship					\$ -	\$ -	\$ -
Golf High Sierra					\$ 3,500.00	\$ -	\$ 3,500.00
					\$ -	\$ -	\$ Surplus
Other					No Budget	\$ -	\$ -
Total Operating Expenses	\$ 39,524.00	\$ 526,524.31	\$ 7,000.00	\$ 30,300.00	\$ 1,045,495.00	\$ 1,648,843.31	
Total EXPENSES	\$ 39,524.00	\$ 526,524.31	\$ 7,000.00	\$ 30,300.00		\$ 603,348.31	
Total BALANCE	\$ 969,995.00	\$ (526,524.31)	\$ (7,000.00)	\$ 94,700.00		\$ 816,170.69	
							Total Projected Income
							\$ 1,419,519.00
							Current Income Balance
							\$ -
							Expected Income
							\$ 1,419,519.00
							Current Bank Balance
							\$ 867,423.66
							Difference
							\$ (867,423.66)
							Expense Current Balance
							\$ 603,348.31
							Estimated Expenses
							\$ 603,348.31
							Income -Expense Balance
							\$ 816,170.69
							UNACCOUNTED FOR BUDGET Available
							\$ 51,252.97

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October 7, 2015

Subject: Maintenance Funding Request for 4th of July Barge Repair

Staff Recommendation:

- Staff requests that the NLTRA Board approves and recommends that the Placer CEO approve the NTBA/TCDA TOT maintenance funding in an amount not to exceed \$10,075 for mandatory repairs to the barge required to enable the annual July 3-4 fireworks displays in Tahoe City and Kings Beach.
- This funding is contingent upon the Business Associations providing the first \$5,000 as matching funds.

Capital Investment/Transportation Committee Recommendation:

- At its September 28th meeting, the CI/T Committee voted (8/1/0) to recommend approval of this Maintenance Funding Request.
- The dissenting vote was a concern that the amount of maintenance funding that will be necessary for higher priority needs (trails) is not available at this time and any other maintenance expenditures, no matter what amount should await an overall maintenance funding solution.

Background:

- In order to keep the annual fireworks display tradition continuing at North Lake Tahoe, these two business associations jointly took over the ownership of the barge necessary to detonate the shows safely from out on the Lake.
- After many years of use, most before the associations stepped in, the barge needed major pontoon repairs to keep it afloat.
- The Committee and Board recommended \$22,000 to repair 2 of the 3 pontoons to insure the July 4th fireworks shows could happen.
- While the Associations have prepared a plan to take care of future maintenance needs, the remaining pontoon is in need of immediate repairs at a time that the maintenance reserves have not been established.
- The Associations have taken the full responsibility to raise and/or provide the over \$40,000 needed to conduct the shows each year above and beyond any costs necessary for barge storage and maintenance.

Decision Considerations:

- The remaining pontoon that was not repaired is now in need of repair to allow the barge to have the buoyancy necessary to safely be used for the future fireworks shows. (funding application and estimates attached).
- The repair of the barge is also a requirement for the Tahoe City Marina to sign the maintenance and operation agreement with the Associations for future storage and upkeep of the barge.

- The BA have received two local repair price quotes for \$15,075 and \$10,197 (not including transport of the barge).
- The BA have up to \$5,000 matching funds to put toward the barge repairs.
- Staff recommends that TOT funding provide up to \$10,075 and the BA provide the initial \$5,000,
- BA will continue to solicit remaining funding from the private sector that will benefit from using the repaired barge (contractors and TC Marina)
- Joy Doyle and Stacie Lyans, Executive Directors of the BA will be at the Committee meeting to answer any questions.
- Capital Investment maintenance reserves will be used for funding this project requiring approval by the NLTRA Board and the Placer County CEO.
- The request is consistent with the funding capabilities of the 2015/16 project budget

The North Lake Tahoe Resort Association
CAPITAL INVESTMENT PROJECT/PROGRAM
MAINTENANCE FUNDING APPLICATION

Submitted by TCDA and NTBA, September 15, 2015

PROJECT INFORMATION

1. Project/program name:
Repair of the July 3-4 Fireworks Barge, jointly owned by Tahoe City Downtown Association (TCDA) and North Tahoe Business Association (NTBA).

2. Brief description of project/program:

Independence Day fireworks displays and celebrations have become a tradition in North Lake Tahoe for 70 years in Tahoe City and 35 years in Kings Beach and draw many destination visitors to the area. TCDA and NTBA are solely responsible for the production, cost and fundraising of the July 3rd and 4th fireworks displays including the cost and risk of co-owning the barge used to safely shoot the shows.

North Lake Tahoe's July 3-4 fireworks displays provide an added draw to North Lake Tahoe and generate significant economic impact in the form of TOT and sales tax. All tourism-related business sectors business volumes are at their peak during July 3-4. NLTRA's July 2014 North Lake Tahoe Lodging Occupancy reports show 89% occupancy in Tahoe City/West Shore, 89% in Kings Beach/Tahoe Vista, 93% in Incline Village, 91% in Squaw Valley, and 78% for vacation rentals - with 84% region wide and 19,478 projected pillows (occupancy report was released July 2, 2014). This big holiday weekend (sometimes week-long depending on the day of the week the holiday falls) is considered the busiest time of the year to North and West shore businesses. The fireworks displays both increase visitors to the area and enhance visitor experience in Kings Beach, Tahoe City and throughout the entire North and West Lake communities.

TCDA and NTBA co-own a barge that provides a platform to shoot the July 3 and 4 fireworks displays safely from Lake Tahoe. **Because the barge is necessary for the July 3-4 fireworks displays, it is a tourism serving infrastructure, and should be considered community infrastructure and an asset to the community.**

The July 3-4 fireworks were in jeopardy due to the barge being in need of major repairs. All three pontoons on the barge were leaking and two of the pontoons needed to be repaired prior to the 2015 fireworks displays. We were informed that the third pontoon leak could wait to be repaired in 2-3 years. NLTRA provided \$22,000 in Capital Investment Maintenance Funding to repair these two barge pontoons. The repair work was completed in May.

During NTBA and TCDA recent negotiations with Tahoe City Marina regarding an agreement for Tahoe City Marina to store and manage the barge, we learned that the third barge pontoon is leaking at an unsustainable rate and as such needs to be repaired. It has been recommended that the rake of the barge (the slanted section on the end of the barge that the water laps up onto) be repaired and covered in steel plates as well.

Tahoe City Marina, TCDA and NTBA are close to signing a storage and management agreement; the agreement is currently under legal review. As a term of the agreement, Tahoe City Marina requires that the third pontoon and the rake of the barge be repaired as soon as possible. Tahoe City Marina contributed \$1,000 in cash and \$2,000 in-kind services to the barge repair earlier this year. Tahoe City Marina is willing to contribute Tahoe City Marina equipment and services needed to repair the third pontoon and the rake (cost estimate requested by not received as of 9/15/15).

NTBA and TCDA received two price quotes for the barge repairs (see attached) including materials and labor:

- JR Krauss LTD estimate totals \$10,697.00 from JR Krauss LTD (not included is the \$3,000 estimated cost to separate/reattach and round-trip transport barge section which NTBA/TCDA will have to contract separately for)*
- Tahoe Marine & Excavating totals \$15,075.00 (all inclusive)*

* Estimates do not include Tahoe City Marina equipment and services (NTBA/TCDA received a verbal commitment to provide needed equipment and service however estimate has not yet been received).

TCDA and NTBA are able to cover up to \$5,000.00 of barge repair costs and we are seeking Capital Investment Maintenance funding for the remainder, estimated at maximum of \$15,075 (not including TC Marina cost estimate).

When we applied for funding to repair the barge earlier this year, we said that it would be a "one-time funding request." However, the third pontoon and rake repairs are necessary in order for NTBA and TCDA to form a partnership agreement with the Tahoe City Marina to oversee/manage and store the barge at the Tahoe City Marina to ensure (1) that it is not misused, and (2) that accurate rental fees are charged and accounted for when it is used including enough money to set up a reserve account for future barge maintenance and repairs. This partnership is vital to the long-term sustainability and future maintenance funding of the barge.

The NLTRA's adopted mission is to promote tourism and benefit business through efforts that enhance the economic, environmental, recreational and cultural climate of the area. This mission is exactly the intention of the July 3-4 Fireworks and is the primary purpose for TCDA and NTBA's ownership of the barge.

TCDA and NTBA recognize the economic importance and the strong desire of our visitors, residents, merchants and property owners to continue with the July 3-4 Fireworks in Kings Beach and Tahoe City. We also recognize that this is an unorthodox funding request from the capital investment maintenance reserve and we respectfully respect that you think "outside the box" for this request. Future TOT and sales tax generated by July 3-4 fireworks celebrations will quickly cover the investment. NTBA and TCDA look forward to NLTRA's support. Thank you for your consideration.

FINANCIAL INFORMATION

1. Total project cost:
\$13,697 - \$15,075 (not including TC Marina cost estimate)

NTBA and TCDA received two price quotes for the barge repairs (see attached) including materials and labor:

- JR Krauss LTD estimate totals \$10,697.00 from JR Krauss LTD (not included is the \$3,000 estimated cost to separate/reattach and round-trip transport barge section which NTBA/TCDA will have to contract separately for)*
- Tahoe Marine & Excavating totals \$15,075.00 (all inclusive)*

* Estimates do not include Tahoe City Marina equipment and services (NTBA/TCDA received a verbal commitment to provide needed equipment and service however estimate has not yet been received).

2. Total TOT funds requested:
\$10,075.00
3. Identify other funding from secured sources:
 - TCDA and NTBA will cover up to \$5,000 (combined/total) of barge repair costs
 - Tahoe City Marina equipment and services (NTBA/TCDA received a verbal commitment to provide needed equipment and service however estimate has not yet been received).
4. Will the project require future financial funding?
No further funding will be required.
What is the source of the future financial support? None needed
Will this include maintenance needs? No
What is the source of maintenance funding? The barge management partnership agreement with Tahoe City Marina will be the source of future maintenance funding;
5. Provide project proforma and implementation schedule (timeline)
September 28 – CI/T Maintenance Funding request presentation & recommendation to NLTRA Board
October 2 – NLTRA Board of Director and Placer County CEO Office funding request approved
October 15 – select vendor(s) / award bid
By November 15 - NTBA/TCDA to pay up to \$4,000 to cover the materials cost
November 15, 2015 – January 30, 2016 – Barge to be repaired

February 1 – submit invoice to NLTRA/Placer County for payment
 By March 30 – Receive payment from NLTRA/Placer County
 By April 30 - Pay outstanding balance to vendor(s)

6. How will project cost overruns or operating cost shortfalls be funded?
 TCDA/NTBA does not expect any operating cost shortfalls on this project; we will hold the vendor accountable to their estimate.

QUALIFICATIONS OF PROJECT SPONSOR

1. Name/address:

Stacie Lyans, Executive Director
 Tahoe City Downtown Association
 425 N. Lake Blvd, #1
 PO Box 6744
 Tahoe City, CA 96145
 530.583.3348
www.visittahoecity.com

Joy Doyle, Executive Director
 North Tahoe Business Association
 8401 North Lake Blvd. #203
 PO Box 1023
 Kings Beach, CA 96143
 530-546-9000
www.NorthTahoeBusiness.org

2. Financial Capability:

TCDA is a non-profit, 501 C6 corporation, founded in 2004. The organization is comprised of local merchants, property owners, community associations, residents, professionals, and contributors who are committed to working together to formulate, direct and forge a sound and prosperous future for Tahoe City and the entire North Lake Tahoe area. TCDA receives funding from the Placer County Economic Development Department, membership dues, events, grants, sponsorships, and donations and has an annual budget of \$225,000.00.

NTBA is a non-profit, 501 C6 corporation, founded in 1979 by business and community leaders responding to a need to represent the local business community and promote the North Shore as a vibrant community. NTBA's mission is to improve economic vitality and quality of life in the communities of North Lake Tahoe with specific focus on Carnelian Bay, Tahoe Vista, Kings Beach and Crystal Bay. NTBA has a annual budget of \$225,000.00 with main revenue sources from Placer County Economic Development Department, membership dues, special events, sponsorships and donations.

3. Experience with projects of similar nature:

TCDA has successfully managed and executed a multitude of contracts, grants, events, and programs including

- Tahoe City Community Facilities District contract in 2015 (\$25K)
- Placer County Main Street contract and Community Marketing contract since 2004
- NLTRA Special Event Grants
- NLTRA CI/T Grants for Holiday Lighting Program and Tahoe Public Art
- Fireworks contracts
- Creation, Fundraising and Execution of town-wide beautification projects, including Holiday Lighting Program and Flower Basket Demonstration Project
- Assistance with Sidewalk Implementation including Snow Storage/Removal in Tahoe City

NTBA has successfully managed and executed a multitude of contracts, grants, events and programs including

- Placer County Main Street contract since 2004 (\$735K)
- Placer County KBCCIP Business Mitigation / Open for Business contract since 2013 (\$63K)
- Kings Beach Benefit Assessment District contract (\$10K)
- Placer County Community Marketing Partner Grant since 2004 (\$100K)
- Fireworks contracts
- NLTRA Special Event Grants
- NLTRA C/I/T Grants for Holiday Lighting Program and Tahoe Public Art

4. Objectives of project sponsor:

The primary goal of TCDA and NTBA is to work with local merchants, property owners, community associations, residents, professionals, and contributors to formulate, direct and forge a sound and prosperous future for the entire North Lake Tahoe area. This project will allow us to continue Independence Day fireworks in the North Lake Tahoe communities and will help attract more visitors, enhance visitor experience, generate longer visitor stays and to become more competitive with other destinations, such as South Lake Tahoe, in attracting tourists and visitors to our communities. NTBA and TCDA strive to make North Lake Tahoe a premier mountain destination for our visitors.

ECONOMIC IMPACT OF PROJECT

1. Estimated number of users: All visitors, business, residents of Tahoe City, Kings Beach and surrounding communities. NTBA estimates 10,000 visitors and residents enjoy the fireworks display at Kings Beach State Recreation Area annually the day before Independence Day. TCDA estimates 30,000 visitors and residents enjoy the fireworks display at Commons Beach (and nearby areas) annually on July 4th. Providing two fireworks displays, back to back, is a visitor draw to North Lake Tahoe. With the drought causing other California and western destinations to cancel Independence Day fireworks, North Lake Tahoe fireworks displays will be in greater demand. July 3rd and 4th are typically the biggest day of the year to our lakeside business communities and these events have become a tradition and are now expected by visitors and residents. It should be noted that each year, the cost and liability of fireworks increases as well the resident/visitor expectation for bigger/better shows.
2. Time of year: Summer – By enhancing visitor experience, these events can lead to return visits, making a year-round impact! In 2015, July 3rd falls on a Friday and July 4th falls on a Saturday; often times, the holiday fall mid-week and generates week-long or 4 or 5-day stays depending on the day of the week the holiday falls on.
3. Number of visitors to be attracted as a result of project/program:
We estimate that 40,000 visitors will continue to be attracted to the North Lake and West Lake communities annually as a result of July 3-4 events. It is well established that a good percentage of people determine where to spend Fourth of July with the consideration of fireworks displays a part of that determination. This would definitely be a part of the visitor decision to come to North Lake Tahoe.

% Local: July 3- 4 fireworks will benefit 100 percent of all local residents and 100% of all tourism-related businesses in North Lake and West Lake communities.

% Out of area: July 3-4 fireworks will benefit 100 percent of visitors to North Lake and West Lake communities.
4. Projected expenditures by out of area attendees (per capita):

Hotel/Restaurant/Other: The projected expenditures by out of area attendees is hard to define, but the overall community-wide benefit of the two annual firework events will increase visitors, produce higher TOT and sales tax and provide a better experience to the entire lakeside community. With the daily visitor spending an average \$143.00 in North Lake Tahoe, this barge repair project will continue to bring in thousands of visitors and millions of dollars to our economy.
(Source: North Lake Tahoe Visitor Statistics from economic impact report prepared for NLTRA by Dean Runyan Associates, December 2003)
5. How will the project improve or enhance service to the visitor?
There is a high visitor demand for Independence Day fireworks shows and North Lake Tahoe has the reputation of producing two back-to-back high quality shows in an unsurpassed mountain/lake

environment. Special events provide increased visitor experience and generate long-lasting memories. Visitors will want to return to a vacation destination that offers a great family events in the town centers of Tahoe City and Kings Beach.

COMMUNITY IMPACT

1. What geographic portion of North Lake Tahoe will benefit the greatest from this project?
Tahoe City, Kings Beach and all North/West Tahoe communities will receive direct benefits due to the nature of this project. Local merchants will gain more business from tourists. In addition, attracting more visitors to our communities can help bring more residents, second homeowners and possibly bring more businesses to the North Lake Tahoe. More business means more and better jobs, a higher tax base, and a healthier local economy.
2. What region-wide tourism benefits will be created?
The July 3 and 4 fireworks increase the desirability of the area to visitors. Visitors will want to return to a vacation destination that offers fireworks and fun-filled patriotic events in our region.
3. Will local resources be used to create, design, and construct this project?
Local vendors will be used for 100% of barge repairs; materials will be sourced locally whenever possible.
4. What types of businesses will receive the greatest economic impact?
Tourism-related businesses will receive the most benefits including lodging, restaurants, retail, recreation businesses, in addition to spill-over into other product and service sectors; all should expect to see a significant positive economic benefit. Many lakeside businesses report Independence Day holiday revenues are needed for them to stay in business all year round!

Are they supportive of this project?
Yes, our business community is very clear and extremely supportive of this project. They do not want fireworks to end in our community and show support of both shows through sponsorship contributions that exceed \$24,000 annually.
5. Will the project require the addition of governmental service?
Governmental services such as police, fire, will continue to be needed during our July 3 and 4 events, but only at the current levels.
How will these costs be funded?
While NTBA and TCDA work with several government agencies to produce the fireworks displays (NT Fire, Placer County Sheriff, US Coast Guard), there are no new governmental services needed to repair the barge.
6. Document the community support for the project:
Support from this project is seen from regular conversations of our community members (businesses, residents, 2nd homeowners, visitors), the NTBA/TCDA board of directors, Placer County, etc. Our community is 100 percent in support of continuing fireworks in our region. This is demonstrated by donations collected on the highway, beaches, boat ramps, online and through direct-mail that exceed \$13,000 annually. Business and community support for July 3-4 fireworks exceeds \$37,000 annually.

NORTH LAKE TAHOE TOURISM MASTER PLAN

Describe how the project meets the goals of the Tourism Master Plan and criteria of this application (Strategic Goals, Core Project Groupings, and Project Funding Strategy Guidelines)

After a thorough review of the NLTRA Tourism Master Plan and Strategic Goals, the two town center July 3 (Kings Beach) and July 4 (Tahoe City) fireworks and events meet all goals set for the North Lake Tahoe region. Below are some listed examples of ways this project will improve NLTRA's listed strategic goals and core function areas.

- **Infrastructure/Transportation:** It will enhance the visitor experience along the lake - all over North/West Lake Tahoe. Visitors will use our roads, parks, beaches, transportation, etc.
- **Economic Development/Membership Services/Business Advocacy:** It will recognize and address the desire of the Local merchants, property owners and residents to gain a stronger sense community pride.
- **Marketing/Sales:** It will help market the entire North and West Lake Tahoe Area to tourists and visitors and to help us remain a premier mountain destination with a strong sense of community pride and great community events.

- **Visitor information and experience:** This 2-day regional event will create longer visitor stays, more frequent returns and become more competitive against similar mountain and lakeside tourist communities. These fireworks events definitely enhance the visitor experience.
- **Community relations:** With another low snow season, our communities need these events to attract more tourism to the region. It will create longer and more frequent visitor stays, more TOT, more sales tax and a better North and West Lake Tahoe!

Using Project Funding Strategy Guidelines, what is your project's score and how was it determined?

105 points. The project score was determined based on the following factors:

- **NLTRA Core Function Areas and Strategic Goals:** The barge maintenance/repair project is expected to increase **visitors** and **tourism** to the North Lake Tahoe Community. More business and tourism means more/better jobs, a higher tax base, and a healthier local economy. Continuing July 3-4 fireworks will enhance tourism based redevelopment and tourism economy in our communities and provide more access to recreation amenities, such as King Beach State Recreation Area, Commons Beach in Tahoe City, trails, and throughout our community. **(60 points)**
- **Work Plan Project Groupings:** The July 3-4 fireworks (special and regional community events) will be enhanced and continue through this project. For example, visitors attending the Fireworks Celebrations, which brings thousands of **visitors** to our community, will benefit from a continued fireworks show, which could lead to longer visitor stays and return and more frequent visits from our event attendees. This influence will generate millions of dollars, more TOT and sales tax and a healthier economy. **(15 points)**
- **Environmental Improvement (15 points)** – There are no environmental improvements as a result of this project (0 points)
- **Matching Funds:** This project does have matching funds from TCDA/NTBA and others **(15 points)**
- **Other Funding Sources in Place:** TCDA and NTBA will cover up to \$5,000.00 of barge repair costs. Tahoe City Marina will cover \$2,000 of barge repair costs. Total TCDA, NTBA and TC Marina funding is \$7,000 **(15 points)**



October 7, 2015

Subject: Maintenance Funding Request for Holiday Gateway Lighting

From: Ron Treabess, Director of Community Partnerships and Planning

Staff Recommendation:

- Staff requests that the NLTRA Board approves and recommends that the Placer CEO approve the TCDA/SVBA TOT Maintenance Funding Request in an amount not to exceed \$20,000 for mandatory repairs, replacements and enhancements to the Holiday Gateway Lighting at the entrance to Squaw Valley and in downtown Tahoe City.
- This funding is contingent upon the Business Associations providing the first \$5,000 as matching funds.
- This maintenance funding is for 2015/16 only and will not be approved in future years.

Capital Investment/Transportation Committee and Staff Recommendation:

- At its September 28th meeting, the CI/T Committee voted (8/1/0) to recommend approval of up to \$20,000 TOT Maintenance Funding Request for Gateway Holiday Lighting as requested by staff.
- This recommendation is with the further stipulation that no future TOT maintenance funding will be approved, and that if additional Capital Investment TOT is requested for expansion of the program, a comprehensive, long-term lighting plan be developed by the Associations.
- The dissenting vote was a concern that the amount of maintenance funding that will be necessary for higher priority needs (trails) is not available at this time and any other maintenance expenditures, no matter what amount, should await an overall maintenance funding solution.

Background Information:

- The North Lake Tahoe Business Associations have completed a successful phases of holiday lighting projects during the past four years using TOT Capital Investment funding and providing matching funds.
- Staffs direction to the Associations has been that before expansion of the program occurs, a comprehensive long-term lighting plan must be prepared if Capital Investment funding is to be requested.
- Only one joint application from all participating Business Associations will be considered each year.
- Some level of matching funds must be provided.
- Periodically, an application for TOT maintenance funding will be considered for necessary repair and replacement of existing holiday lighting previously installed.

Decision Considerations:

- To recommend up to \$20,000 TOT Maintenance Funding for North Tahoe Holiday Gateway Lighting Project for repairs, replacement and enhancements to existing lighting.
- No TOT Maintenance Funding for Gateway Holiday Lighting will be approved in future years, as it will be the responsibility of the Business Associations and contributions.
- As a recommended Maintenance Funding request, the application must be approved by the NLTRA Board and the Placer County CEO before a funding Memorandum of Agreement can be consummated with the business associations.
- Total project cost is \$25,000 with the first \$5,000 to be paid by the Associations.
- Funding request submitted by Tahoe City Downtown Association (administrative lead applicant), and Squaw Valley Business Association. (funding application with cost proposals attached).
- Stacie Lyan, Executive Director, TCDA, and Carolyn Ross, Representative, Squaw Valley Business Association will be present to answer questions and/or clarify.
- Gateway holiday lighting to be professional repaired, replaced and installed by same vendor who has designed and installed all previous business associations lighting. Vendor's cost proposals, included in application, are within the total available funding as requested.
- A comprehensive, long-term lighting plan will be developed before any Capital Investment TOT request will be considered for lighting project expansion.
- Pending approval of funding, the selected vendor will complete repairs and installation by Thanksgiving, 2015, and will keep the lighting functioning throughout the 15/16 winter season.
- The request is consistent with the funding capabilities of the 2015/16 project budget.

**The North Lake Tahoe Resort Association
CAPITAL INVESTMENT PROJECT/PROGRAM
MAINTENANCE FUNDING APPLICATION**

Submitted by TCDA and SVBA on September 18, 2015

PROJECT INFORMATION

1. Project/program name:

North Lake Tahoe's Gateway Community Lighting Project, 2015 – 2016 Holiday Season

2. Brief description of project/program:

North Lake Tahoe is known for being a festive winter destination, and the holidays are certainly no exception. In this special time of year, our various mountain communities shine brighter than ever. While strolling among thousands of decorative lights, visitors of all ages are treated to dazzling displays and breathtaking arrangements. North Lake Tahoe gives destination visitors millions of twinkling reasons to make our destination a holiday tradition.

The Tahoe City Downtown Association (TCDA) and the Squaw Valley Business Association (SVBA) are partnering again to create a more vibrant and welcoming experience for visitors when they arrive in North Lake Tahoe. The intent of this community lighting project is to give visitors a sense of arrival along the corridor and into North Lake Tahoe, to draw them into the town / village centers and create magical memories. This is maintenance proposal and will repair/replace lights were installed in previous years that do not currently work or are strangling/harming downtown or village trees. This application is for the 2015 – 2016 extended holiday season.

It is our intent to submit a more comprehensive, long-term light plan for North Lake Tahoe during the Capital investment/Transportation "once-a-year" call for projects due October 10, 2015.

TCDA and SVBA have received price quotes for the 2015-2016 holiday lighting repairs (see attached) including materials and labor and have chosen to utilize the same local vendor, Starlight Enterprises, due to benefits resulting from economies of scale.

TCDA and SVBA are committed to fund a minimum of 20% of the total cost for each Association and we are seeking Capital Investment Maintenance funding in the amount of \$20,000.000.

- TCDA seeks \$10,000
- SVBA seeks \$10,000

The NLTRA's adopted mission is to promote tourism and benefit business through efforts that enhance the economic, environmental, recreational and cultural climate of the area. This mission is exactly the intention of the North Lake Tahoe's Gateway Community Lighting Project and is the vision for TCDA and SVBA.

Both Associations recognize the economic importance and the strong desire of our visitors, residents, merchants and property owners to continue with this lighting program. Future TOT and sales tax generated by holiday visitations will quickly cover the investment. TCDA and SVBA look forward to NLTRA's support.

Thank you for your consideration.

(Note: TCDA will act as lead participant for administrative purposes.)

(Additional installation details at the end of this application.)

FINANCIAL INFORMATION

1. Total project cost: \$25,200 (\$~12,500 for each)

2. Total TOT funds requested: Up to \$20,000 (\$10,000 for each)

3. Identify other funding from secured sources:

 TCDA and member donations = \$2700 for Incandescent or \$4160 for LED (20%)
 SVBA and incremental membership contributions = \$2500 for LED or \$1750 for Incandescent (20%)

4. Will the project require future financial funding?
 Yes. This maintenance application is for repair and replacement of current holiday lighting for 2015-2016 season. A comprehensive long-term comprehensive plan will be developed for North Lake Tahoe during the Capital investment/Transportation "once-a-year" call for projects due October 10, 2015.

 What is the source of the future financial support? A long-term lighting plan is being created to identify a combination of private and public funding with specific levels and phases still being determined. TCDA is in the beginning phases of establishing a community facilities district to annually fund this project.

 Will this include maintenance needs? Yes

 What is the source of maintenance funding? The long-term lighting plan in development will be the source of future maintenance funding.

5. Provide project proforma and implementation schedule (timeline)
 September 18 – CI/T Maintenance Application submitted to NLTRA
 September 28 – CI/T Maintenance Funding request presentation & recommendation to NLTRA Board
 October 2 – NLTRA Board of Director and Placer County CEO Office funding request approved
 October 30 – Notify vendor of approval
 November 1-24 – Holiday lighting to be repaired and completed before Thanksgiving holiday.
 December 1 – Submit invoice to NLTRA/Placer County for payment
 By February 1 – Receive payment from NLTRA/Placer County
 By February 28 – Pay outstanding balance to vendor(s)

6. How will project cost overruns or operating cost shortfalls be funded?
 TCDA/ SVBA does not expect any operating cost shortfalls on this project; we will hold the vendor accountable to their estimate.

QUALIFICATIONS OF PROJECT SPONSOR

1. Name/address:

 Stacie Lyans, Executive Director
 Tahoe City Downtown Association
 425 N. Lake Blvd, #1
 PO Box 6744
 Tahoe City, CA 96145
 530.583.3348
www.visittahoecity.com

 Caroline Ross
 Squaw Valley Business Association Representative
 PO Box 2915
 Olympic Valley, CA 96146
 530.584.6267

2. Financial Capability:

 TCDA is a non-profit, 501 C6 corporation, founded in 2004. The organization is comprised of local merchants, property owners, community associations, residents, professionals, and contributors who are committed to working together to formulate, direct and forge a sound and prosperous future for Tahoe City and the entire North Lake Tahoe area. TCDA receives funding from the Placer County Economic Development Department, membership dues, events, grants, sponsorships, and donations and has an annual budget of \$225,000.00.

SVBA currently maintains an annual operating budget of \$34,000. The funding is made up solely by contributions from its few Members (who generate significant TOT revenue) to cover expenses associated with the signage and propane at the base of Route 89/Squaw Valley Rd and normal business expenses to operate a nonprofit corporation. In addition to this funding, Members contribute individual funds towards enhanced operations that will benefit visitors and our community as well as to promote and host numerous events throughout the year.

3. Experience with projects of similar nature:

TCDA has successfully managed and executed a multitude of contracts, grants, events, and programs including

- Tahoe City Community Facilities District contract in 2015 (\$25K)
- Placer County Main Street contract and Community Marketing contract since 2004
- NLTRA Special Event Grants
- NLTRA CI/T Grants for Holiday Lighting Program and Tahoe Public Art
- Fireworks contracts
- Creation, Fundraising and Execution of town-wide beautification projects, including Holiday Lighting Program and Flower Basket Demonstration Project
- Assistance with Sidewalk Implementation including Snow Storage/Removal in Tahoe City

SVBA has successfully managed and executed a multitude of contracts, grants, events, and programs including:

- NLTRA Special Event Grants
- NLTRA Community Marketing Grants
- NLTRA CI/T Grants for Holiday Lighting Program
- In partnership, Squaw Valley Bike Trail Maintenance Program

4. Objectives of project sponsor:

The primary goal of TCDA & SVBA is to work with local merchants, property owners, community associations, residents and contributors to formulate, direct and forge a sound and prosperous future for the entire North Lake Tahoe area. This project will allow us to continue the holiday lighting program and will help attract more visitors, enhance visitor experience, increase visitor spending, generate longer visitor stays and to become more competitive with other resort destinations; such as Park City, Utah, Summit County, Colorado, and others; in attracting tourists and visitors to our communities. TCDA and SVBA strive to make North Lake Tahoe a premier winter mountain destination for our visitors.

5. Is Project Sponsor willing and able to sign completed Memorandum of Agreement as successful Grantee?
Yes

6. Is Project Sponsor willing and able to commit to using a Procurement Policy and Competitive Bid Process?
Yes

ECONOMIC IMPACT OF PROJECT

1. Estimated number of users: All winter visitors, business, residents of Tahoe City and Squaw Valley and surrounding communities. At this time of year, thousands of visitors.
2. Time of year: Winter (November 2015-April 2016) – By enhancing visitor experience, our welcoming gateway lighting can lead to return visits and longer visits, making a year-round impact!
3. Number of visitors to be attracted as a result of project/program:
We estimate that thousands of visitors will continue to be attracted to the North Lake and Squaw Valley communities annually as a result of our gateway holiday lighting program. This would definitely be a part of the visitor decision to come to North Lake Tahoe.

% Local: Repaired and enhanced holiday lighting will benefit 100 percent of all local residents and 100% of all tourism-related businesses in North Lake and West Lake communities.

% Out of area: Repaired and enhanced holiday lighting will benefit 100 percent of visitors to North Lake and West Lake communities. Visits are coming from day visitors, regional visitors (Sacramento, and the Bay Area) and destination visitors.

4. Projected expenditures by out of area attendees (per capita):

Hotel/Restaurant/Other: The projected expenditures by out of area attendees is hard to define, but the overall community-wide benefit of repaired and enhanced holiday lighting will increase visitors, produce higher TOT and sales tax and provide a better experience to the entire North Lake Tahoe community. With the daily visitor spending an average \$143.00 in North Lake Tahoe, this holiday lighting program will continue to bring in thousands of visitors and millions of dollars to our economy.

(Source: North Lake Tahoe Visitor Statistics from economic impact report prepared for NLTRA by Dean Runyan Associates, December 2003)

5. How will the project improve or enhance service to the visitor?

This project will enhance the visitors experience in North Lake Tahoe and give them a positive and lasting first impression. This lighting project "lights up" the Route 89 corridor and lakeside community, welcoming visitors and drawing them into the downtown and village areas to shop, dine and stay. Visitors will want to return to a vacation destination that offers a welcoming guest experience in the town centers of Tahoe City and Squaw Valley.

COMMUNITY IMPACT

1. What geographic portion of North Lake Tahoe will benefit the greatest from this project?

Tahoe City and all North/West Tahoe communities will receive direct benefits due to the nature of this project. Local merchants will gain more business from tourists. In addition, attracting more visitors to our communities can help bring more residents, second homeowners and possibly bring more businesses to the North Lake Tahoe. More business means more and better jobs, a higher tax base, and a healthier local economy.

2. What region-wide tourism benefits will be created?

This project will create a strong sense of arrival in North Lake Tahoe by creating a consistent look and feel for areas - creating community vibrancy. Visitors will want to return to our communities.

3. Will local resources be used to create, design, and construct this project?

Local vendors will be used for 100% of lighting repairs; materials will be sourced locally whenever possible.

4. What types of businesses will receive the greatest economic impact?

Tourism-related businesses will receive the most benefits including lodging, restaurants, retail, recreation businesses, in addition to spill-over into other product and service sectors; all should expect to see a significant positive economic benefit.

Are they supportive of this project?

Yes, our business community is extremely supportive of this project.

5. Will the project require the addition of governmental service?

No.

How will these costs be funded?

None needed.

6. Document the community support for the project:

Support from is seen from regular conversations of our community members (businesses, residents, 2nd homeowners, visitors), TCDA Board Members, SVBA Stakeholders, Placer County, etc. Our community is 100 percent in support of continuing, repairing and enhancing holiday lighting in our region. This is also demonstrated by donations collected in previous years (i.e.: TCDA collected over \$4000 via door to door collections to light an additional 30 Tahoe City downtown trees in 2014-2015).

NORTH LAKE TAHOE TOURISM MASTER PLAN

Describe how the project meets the goals of the Tourism Master Plan and criteria of this application (Strategic Goals, Core Project Groupings, and Project Funding Strategy Guidelines)

- The project enhances the visitor experience and quality of life for residents by adding to the character and feel of the towns; a goal identified in the 2004 Tourism Master Plan. Enhancing the visitor experience = longer stays and repeat visitation which ultimately increases TOT revenue.
- The project supports tourism by transforming the gateways and adding appeal for the visitor.
- The project helps North Lake Tahoe remain very competitive in the marketplace as other destination resorts have projects like this that add to their visitation appeal.

Below are some listed examples of ways this project will improve NLTRA's listed strategic goals and core function areas.

- **Infrastructure/Transportation:** It will enhance the visitor experience all over North/West Lake Tahoe. Visitors will use our roads, parks, beaches, transportation, etc.
- **Economic Development/Membership Services/Business Advocacy:** It will recognize and address the desire of the Local merchants, property owners and residents to gain a stronger sense community pride.
- **Marketing/Sales:** It will help market the entire North and West Lake Tahoe Area to tourists and visitors and to help us remain a premier mountain destination with a strong sense of community pride and great community events.
- **Visitor information and experience:** This holiday lighting program will help create longer visitor stays, more frequent returns and become more competitive against similar mountain and lakeside tourist communities. The continued investment in lighting will definitely enhance the visitor experience.
- **Community relations:** With another low snow season, our communities need more to attract more tourism to the region. It will create longer and more frequent visitor stays, more TOT, more sales tax and a better North and West Lake Tahoe!

Using Project Funding Strategy Guidelines, what is your project's score and how was it determined?

115 points. The project score was determined based on the following factors:

- **NLTRA Core Function Areas and Strategic Goals:** The holiday lighting repair is expected to increase visitors and tourism to the North Lake Tahoe Community. More business and tourism means more/better jobs, a higher tax base, and a healthier local economy. **(60 points)**
- **Work Plan Project Groupings:** The town centers of Tahoe City, Kings Beach and Squaw Valley will be enhanced and continue through this project. Visitors will benefit from a continued and enhanced holiday lighting, which could lead to longer visitor stays and return and more frequent visits. This influence will generate millions of dollars, more TOT and sales tax and a healthier economy. **(15 points)**
- **Environmental Improvement (15 points)** – Repairing and replacing lights with more energy efficient and LED lighting will produce environmental improvements to our communities. **(10 points)**
- **Matching Funds:** This project does have matching funds from TCDA and SVBA. **(15 points)**
- **Other Funding Sources in Place:** TCDA/NTBA/SVBA will fund a minimum of 25% of the total cost for each project **(15 points)**

INSTALLATION DETAIL:

- **Tahoe City**
Repair/Replace existing non-working lights in approximately 20 trees along at town entrances. Additionally, repair/replace existing non-working lights on in downtown Tahoe City along Hwy. 28. TCDA would prefer to use LED lights, however the higher cost may be a barrier. All power cords and timers needed to complete the installation will be supplied. Lighting will be installed as high as possible with ladders.
- **Squaw Valley**
Repair/Replace existing non-working lights in 3 very large pine trees on both the north and south sides of Squaw Valley Road X 89. Install new lights as needed in the same manner as in the existing lighted trees. We would prefer to replace with LED. All power cords and timers needed to complete the installation will be supplied. Lighting will be installed with use of boom lift provided by Contractor.

Starlight Enterprises
P.O. Box 3772
Truckee, CA 96161
CA US

Estimate 1048

(530)448-9493
starlight.lauter@yahoo.com
starlighttahoe.com

ADDRESS
Squaw Valley Business
Association
P.O. Box 2915
Olympic Valley, CA 96146

DATE
09/17/2015

PLEASE PAY
\$0.00

Repair and replace existing lighting from 2013 at the Squaw Valley Entrance X Route 89 on the North & South side with LED. **Project Total: \$12,500**

Holiday Lighting; Light 1 - 90 ft. Lodge Pole Pine Tree using 2,840 ft. of LED light @ \$2.00 per ft.

*****\$5,680.00 Due to the height of this tree rope and harness repel work will be required to instal lights in this tree. The cost for this technical work is an additional \$.25 per ft.

Holiday Lighting; Light 1 - 25 ft. Lodge Pole Pine Tree using 750ft. of mini clear LED light @ \$1.75 per ft.

*****\$1,312.50

Holiday Lighting; Light 1 - 25 ft. Lodge Pole Pine Tree using 650 ft. of LED light @ \$1.75 per ft.

*****\$1,137.50

Holiday Lighting; Light 6 willow bushes *****\$350.00 0.00

Repair and replace existing lighting from 2013 at the Middle Bridge X Squaw Valley Road with LED.

Holiday Lighting; Light a large cluster of Aspen trees on both sides of bridge*****\$4020

The current lights are bound very tightly to the tree trunks and the majority of bulbs need to be replaced so this would be a good time to convert to LED. We have seen significant growth this year with all the summer rainfall we received and the lights have been in these trees for 2 years. Please keep these facts in mind when deciding on what option to proceed with. LED lights have a bulb life that lasts 1 year longer than incandescent lights and are up to 90% more energy efficient.

Starlight Enterprises
P.O. Box 3772
Truckee, CA 96161
CA US

Estimate 1048

(530)448-9493
starlight.lauter@yahoo.com
starlighttahoe.com

ADDRESS

Squaw Valley Business
Association
P.O. Box 2915
Olympic Valley, CA 96146

DATE
09/17/2015

PLEASE PAY
\$0.00

Alternative Option:

Repair and replace existing with Incandescent. **Project Total: \$6960**

Holiday Lighting Light 1 - 90 ft. Lodge Pole Pine Tree using 2,840 ft. of mini clear light @ \$1.25 per ft. *****\$3,550.00 Due to the height of this tree rope and harness repel work will be required to install lights in this tree. The cost for this technical work is an additional \$.25 per ft.

Holiday Lighting Light 1 - 25ft. Lodge Pole Pine Tree using 750 ft. of mini clear light @ \$1.00 per ft.
*****\$750.00

Holiday Lighting Light 1 - 25 ft. Lodge Pole Pine Tree using 650 ft. of mini clear light @ \$1.00 per ft.
*****\$650.00

Holiday Lighting Light 6 willow bushes ***** \$200.00

Repair and replace existing lighting from 2013 at the Middle Bridge X Squaw Valley Road with LED.

Holiday Lighting; Light a large cluster of Aspen trees on both sides of bridge*****\$1810

Starlight Enterprises
P.O. Box 3772
Truckee, CA 96161
CA US

Estimate 1047

(530)448-9493
starlight.lauter@yahoo.com
starlighttahoe.com

ADDRESS

Tahoe City Downtown
Association

DATE
09/16/2015

PLEASE PAY

ACTIVITY

AMOUNT

Holiday Lighting - PHASE 1 (LED OPTION)

We are entering year five on my collaboration with Tahoe City lighting. Phase 1 was in Season 2011/12. This phase had roughly 15 to 20 trees in it, these trees are in need of a full replacement. Estimated cost for a full installation with LED lights - \$7,000.00 ***full replacement is now needed, due to tree growth, damaged strands and broken bulbs. *** old light removal cost for this phase is \$900.00. The TOTAL for this phase is \$7,900

Holiday Lighting - PHASE 1 (INCANDESCENT OPTION)

Full repair and replacement with incandescent lights -The TOTAL for this is \$4,900.00

Holiday Lighting - PHASE 2 (LED OPTION)

Phase 2 was in was in 2012/13. In this phase we added roughly another 10 to 15 trees with LED lights. These trees are also in need of major repairs. Estimated cost for full maintenance or replacement with LED lights \$6,000.00. A full replacement is now needed, due to tree growth, damaged strands and broken bulbs ***old light removal cost for this phase is \$900.00. The TOTAL for this phase is \$6,900.

Holiday Lighting - PHASE 2 (INCANDESCENT OPTION)

Full repair and replacement with incandescent lights - The TOTAL for this is \$4,400.00

Holiday Lighting - PHASE 3

In phase 3, Steve Hoch and Gary Davis gathered support from local Tahoe City Business owners. We roughly added another 10 to 15 trees with the contributions. There was a budget of \$6,000.00 deeded for repairs and light maintenance that was needed for this year. This money repaired /maintained the last 2 years previous installations.

Holiday Lighting - PHASE 4

Phase 4 was in 2014/15. Tahoe City independent business owners showed a large support by adding 15 to 20 trees, there contributions were \$3,000. The Tahoe City Business Association paid roughly \$3335.00 to maintain and replace lights from phase 1, 2 and 3. The TOTAL for Phase 3 and 4 is \$6,335.00 (LED) and \$3,400.00 (incandescent).

Holiday Lighting - Total repair/maintenance needs

A total of \$14,800.00 will be needed to replace phase 1 and 2 with new LED lights. It will cost a total of \$6,000.00 to maintain phase 3 and 4. (incandescent prices are listed above)

Holiday Lighting - Recommendations

For a full maintenance, repair and replacement cost for the 2015/2016 winter season, I recommend a total budget of \$20,800.00 for LED lights. I recommend a total budget of \$12,700.00 for incandescent lights. The primary of focus of maintenance and repair will be on 10-20 trees at the gateway entrances of town including west side (WYE areas) and east sides (Lighthouse Center). My secondary focus will be on 10-20 Aspen trees along North Lake Blvd. that are broken and/or are currently strangling/damaging trees due to tree growth.

TOTAL

THANK YOU.

Accepted By

Accepted Date



Staff Report for Board

Subject: North Lake Tahoe Tourism Master Plan

From: Sandy Evans Hall

Decision Considerations:

- The 2015 North Lake Tahoe Tourism Master Plan is a Placer County Investment Plan and will guide decisions made for investment of TOT for the next 8 years.
- A task force was established in 2012 to begin the task of revising and updating the tourism master plans that were developed in 1995 and 2004.
- Research was conducted in 2012 – 2014 to include the Economic Significance of Travel to North Lake Tahoe by Dean Runyon and a Competitive Analysis by SMG.
- Design Workshop was contracted to assist with the writing of the plan and staff worked closely with project manager Stephanie Grigsby.
- Public outreach was conducted in Spring/Summer 2015 under the consultation of Seana Doherty with Freshtracks Communications, reaching approximately 500 citizens through a variety of means, including workshops and surveys.
- Final editing of the plan took place in September by staff, a team at Design Workshop and Placer County CEO staff.
- The edited draft was then sent out to participants in the outreach process, key stakeholders, board members of the two MACs and the NLTRA membership.
- The public was given another opportunity for feedback and comment at the October 7 NLTRA Board of Directors meeting.
- Final design and layout of the Master Plan is currently in the hands of Maja Thaler at Sandbox Design.
- The adoption of this Master Plan by the Board of Supervisors in October is contractually required.

Staff Recommendation: Approve the 2015 Tourism Master Plan with any final changes and forward on to the Placer County Board of Supervisors with a recommendation for adoption on October 20, 2015.

**Staff Report for Board**

Subject: 2015-2020 Strategic Goals and 2015/16 Action Plan

From: Sandy Evans Hall

Decision Considerations:

- The 2015-2020 Strategic Goals were developed from the Board of Directors retreat in June 2015, were presented to the Board in draft form in August and were edited by the Board in September.
- The staff developed the Action Plan in September given direction by the Board of Directors.
- Related tasks and performance indicators in the NLTRA Scope of Work, as part of the Agreement with Placer County, were integrated and are noted with an asterisk.
- Approval of this document sets the goals for staff over the coming year.

Staff Recommendation: Approve the 2015-2020 Strategic Goals and 2015/16 Action Plan.

**Staff Report for Board**

Subject: 2015-16 Work Plan

From: Sandy Evans Hall

Decision Considerations:

- This Work Plan is required under the NLTRA Scope of Work as part of the agreement with Placer County.
- Components of the Scope of Work and 2015-2020 Strategic Goals are integrated into this document.
- Performance Indicators in this Work Plan already exist in the Strategic Goals, which will be the guiding document for staff performance measurement.
- The Work Plan also integrates the 3-year Chamber Business Plan, approved in 2014, and the 2015-20 Capital Investment and Transportation Work Plan and Long Range Funding Plan, approved by the CI/T committee in September.
- The budget numbers in this Work Plan align with the departmental budgets already approved by the Board of Directors.

Staff Recommendation: Approve the 2015-2016 Work Plan

**Staff Report for Board**

Subject: Corporate Travel Policy

From: Sandy Evans Hall

Decision Considerations:

- The Corporate Travel Policy has been amended from what was approved in August to clarify the use of corporate credit cards for travel.
- This policy is required in the NLTRA Scope of Work as part of the Agreement with Placer County by October 7.
- Use of personal credit cards for the purpose of collecting benefits such as travel miles will no longer be allowed unless approved by a supervisor.

Staff Recommendation: Approve the revised Corporate Travel Policy which will be integrated into the NLTRA Supplemental Operating Procedures and Policies.

**Staff Report for Board**

Subject: Fund Balance Proposal Totaling \$416,298

From: Sandy Evans Hall

Decision Considerations:

- As of the packet filing date of 10/2/15, this proposal had not been agreed to by Placer County. We are hoping to meet on 10/5/15 to discuss this. If we are not able to reach agreement, this item will be pulled from the Board Agenda.
- It would be preferable to approve this in October as then the funds could be made available to the CI/T committee for allocation when they meet to review projects in late October.
- Marketing Committee has reviewed the items on the proposed scope of work for Marketing. They are currently prioritizing them should there be needs for funds in other areas that would take funding away from this marketing proposal.

Staff Recommendation: Approve a funding proposal that is agreed upon by both County and NLTRA staff.



2014/15 Fund Balance Proposal

Marketing & Sales	\$133,000
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See attached detail of marketing programs

Transportation

Summer Traffic Management, advance deposit	\$10,000
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Winter Night Rider – change to TART from Airport Mini-Bus	\$61,030
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Capital Investments

Add to the pool of undesignated funds for project allocation	<u>\$211,768</u>
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TOTAL	\$416,298
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Fund Balance Breakdown:

\$ 37,000 DPW Snow removal unspent
 \$ 69,825 TART – Baseline unspent
 \$ 3,400 TART – Peak Season unspent
 \$279,573 TOT Revenues above projections
\$ 26,500 Interest
 \$416,298 TOTAL Fund Balance



Memorandum

Date: September 25, 2015

To: Sandy Evans Hall

From: JT Thompson

RE: Marketing Suggestions & Scope of Work for FY 14-15 Fund Balance

The following is a Scope of Work for the attached proposed budget for the Fund Balance.

Mexico Marketing \$35,000.00 Nov-June

With Direct air service on Volaris from Guadalajara, Mexico into Reno International we are seeing an increase of Mexican visitors to North Lake Tahoe. With additional resources invested in this market we would be able to develop a broader marketing strategy and grow our exposure in the travel trade and travel media. We would partner with Visit California and/or Travel Nevada, and request local resorts to join us to boost the value to each of these items. (If we are unable to gain any paying partners for the Mexico City event we will attend the NCOT and Visit CA Sales Missions).

Travel Trade Representation	\$18,000
Tour Operator Brochure Support	\$8,000
Travel & Media Event in Mexico City	<u>\$9,000</u>
Total	\$35,000

With 521,000 air travelers from Mexico to California in 2014, Mexico is one of California's Top 5 international markets.

Mexican visitors arriving by air spent approximately \$519 million collectively; with an 8.2-night average stay and \$998 average spend per visitor. Mexican air arrivals to California have steadily increased for the past five years from 335,000 in 2009, to 521,000 in 2014.

The Mexican market will continue to be interested in California and, as the data show, that interest is only growing, with a forecasted increase of 9.6 percent expected through 2018. California's proximity to Mexico is a distinct advantage, while the challenge is keeping California fresh as a destination with limitless opportunities and experiences across the target market segments.

While travel agencies continue to be critical market influencers, the Mexican booking pattern also has shifted recently with the country offering tremendous opportunity online. The travel trade program has

been a staple in the market with additional funding and efforts geared toward programs to provide further education and drive consumer demand.

Over the past 18 months, Visit California executed a digital advertising campaign and a recent spring television spot to highlight the vast travel offerings in California. A strategic layered consumer campaign is anticipated in the coming fiscal year, which will include digital and television.

Market Overview

		Yr/Yr % Chg
Total Visitors to California (2014)	7,577,000	1.3%
Visitors by Air (2014)	521,000	1.1%
Total Visitor Spending (2014)	\$3,047 million	1.7%
Visitor Spend by Air Travelers (2014)	\$519 million	1.4%
Market Share of Air Travelers (2013)	23.2%	2.4%
Average Length of Stay - nights - by Air Travelers (2013)	8.2	
Weekly Non-Stop Flights (2015)	423	3.4%
Weekly Non-Stop Seats (2015)	62,516	1.6%
2015 Visitation Forecast (% change vs. 2014)	7,900,000	4.3%
2015 Visitation Forecast by Air (% change vs. 2014)	532,000	2.1%
2018 Visitation Forecast (% change vs. 2014)	9,400,000	24.1%
2018 Visitation Forecast by Air (% change vs. 2014)	571,000	9.6%

Source: Office of Travel and Tourism Industries, CIC Research, Tourism Economics, OAG

Visitor Spending by Category 2013

	% spending	\$ Category Spending
Accommodations	32.3%	\$165 million
Entertainment/Recreation	10.0%	\$51 million
Food & Beverage	17.2%	\$88 million
Ground Transportation	3.5%	\$18 million
Shopping	23.8%	\$122 million
U.S. Air Transportation	9.5%	\$49 million
Other	3.1%	\$16 million
Total	100.0%	\$512 million

Source: U.S. Dept. of Commerce; CIC Research, Inc.; U.S. BEA; Tourism Economics

China Marketing \$10,000 Jan-June

Chinese are starting to venture away from the gateways of LAX and SFO. California is the largest market for the inbound Chinese traveler. We need to make sure we are a part of this! We will work with Visit CA with some initial digital marketing and see how much return we get on it for six months.

Our staff will focus on the meeting with Chinese Inbound Receptive Tour Operators in the Bay Area and Los Angeles on desk side sales calls prior to launching any In-market digital advertizing. We will need to make sure we have some hotel packaged product in their portfolios.

Staff will also have to educate some of the hotel partners on this market in order to make sure we are ready for this traveler.

Co-op Digital Advertizing with VCA	\$7,500
Tour Operator Brochure Support	<u>\$2,500</u>
Total	\$10,000

The number of Chinese visitors to California continued to outpace all other overseas source markets in 2014, growing by 24.8 percent to a record 1,022,000, making China the No. 1 source of overseas visitors for California.

Chinese buying power also surged by 32.7 percent in 2014, with visitors spending \$2.5 billion in California or three times the spending of visitors from the United Kingdom and Japan – the No. 2 and No. 3 overseas markets for California.

China outbound visitation hit a record high of 114 million in 2014, a 20 percent year-on-year increase. Chinese spent more than \$140 billion on overseas trips in 2014, up 20.7 percent year-on-year and making Chinese the No. 1 spenders on travel in the world.

The U.S. government extended the validity of Chinese business and tourist visas to 10 years and student visas to five years, which will result in even more rapid growth in visitation to the United States and consequently to California, which enjoys more than 45 percent market share of all Chinese travel to the United States. The new policy will drive significant numbers of repeat visitors to California – a trend already evident among Flexible Independent Travel (FIT) and semi-FIT travelers – and will stimulate in-depth tours to just California. As a result, growth in beyond-the-gateway travel across California will benefit a wider range of California partners. The policy also is expected to shorten the length of Chinese shoulder seasons and extend peak season periods. With continuing strong growth in the China market, the Chinese travel trade is eager to develop new California tour packages, and major tour operators are hungry for destination information to develop new products to cater to the different needs of group and FIT travelers.

In response to the rapid growth in arrivals from China, Chinese and international airlines increased flights to California by 6.9 percent in 2014 and further expansion is planned in 2015. In addition to airlift increases from the traditional gateway cities of Shanghai, Beijing and Guangzhou, new services were added from two new China gateways in 2014 – Chengdu and Wuhan. Greater flight capacity will allow Visit California China to expand its efforts in developing second-tier markets and ultimately reach the entire China market with an emphasis on establishing a foothold in West China centered on Chengdu.

Market Overview

		Yr/Yr % Chg
Visitors to California (2014)	1,022,000	24.8%
Visitor Spending (2014)	\$2,583 million	32.7%
Market Share (2013)	45.3%	-0.4%
Average Length of Stay - nights (2013)	9.5	
Weekly Non-Stop Flights (2015)	77	6.9%
Weekly Non-Stop Seats (2015)	24,071	6.1%
2015 Visitation Forecast (% change vs. 2014)	1,165,000	14%
2018 Visitation Forecast (% change vs. 2014)	1,820,000	78.1%

Source: Office of Travel and Tourism Industries, CIC Research, Tourism Economics, OAG

Visitor Spending by Category 2013

	% spending	\$ Category Spending
Accommodations	19.7%	\$384 million
Entertainment/Recreation	12.1%	\$236 million
Food & Beverage	8.8%	\$171 million
Ground Transportation	11.5%	\$224 million
Shopping	7.3%	\$142 million
U.S. Air Transportation	38.2%	\$744 million
Other	2.3%	\$45 million
Total	100%	\$1,947 million

Source: U.S. Dept. of Commerce; CIC Research, Inc.; U.S. BEA; Tourism Economics

Bike Tahoe \$4,000 Oct.

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

Exclusive Regional Partner Sponsorship \$4,000

Regional Partner - Brand Exclusivity

The BikeTahoe.org Regional Partner receives the following Rights and Privileges:

Designation. The Regional representative shall receive the designation, "Bike Tahoe Regional Partner", and may use this designation for their promotional purposes.

Exclusivity. Regional representative shall receive brand exclusivity (name/logo/click-through link) on their region's landing page for a period of two years from date of initial publishing.

Regional Branding. Regional representative's brand (logo/name/click-through link) shall exclusively appear at the top of their regional landing page, and on the Sponsor's page.

Page Branding. Regional representative's brand (name/logo/click-through link) shall prominently appear on the top of the right side bar (300 x 250) of each ride page within their region.

Greeting. Regional representative shall receive a greeting phrase on their landing page that welcomes visitors to their page. Regional representative may offer a greeting suggestion for consideration. (i.e. Welcome, Brought to you by, etc.)

Grant of Use. Regional representative is granted use of Bike Tahoe logo for their promotional purposes.

Reciprocal Link. Regional representative is granted use of Bike Tahoe.org URL link for its web site.

Publicity. Regional representative shall be mentioned in news releases sent to print and digital media. When possible, radio and television interviews shall be scheduled with representative.

Analytics. Regional representative shall receive annual web-based visitor analytics from their region and results from visitor surveys.

First Right of Renewal. Regional representative shall receive "First Right of Renewal" 60 days prior to the sunset of their exclusivity period.

CRM Upgrade 2.0 \$10,000 Oct-Dec

We currently have budgeted funds for the initial upgrade of our CRM Database, but these additional funds will allow us to get where we need to be out of the gate, instead of waiting for additional training and custom reports until the next budget cycle.

Simpleview.com

Customer Relationship Management only scratches the surface of our web-based destination management system.

Combining meeting sales, industry partner management, consumer marketing, forecasting, business analysis, reporting, and more, Simpleview CRM is the most widely used tool in destination marketing. For many of our customers it comes down to four great reasons:

- **It's fully integrated with Simpleview CM5**
Your website and relationships don't exist in separate worlds, and neither should the tools you use to manage them. Simpleview CRM and CMS were designed to work together, letting you do more in less time.
- **It offers peace of mind**
By consolidating data and tools that are split up in a dozen different places today, it gives you one solid foundation for everyone to work from.
- **It's designed for DMOs and best practices**
That makes Simpleview CRM more intuitive right out of the box. At the same time, it can be customized and configured to your needs.
- **There are no surprises when it comes to cost**
Upgrades are always free, so there's no need to budget for the latest and greatest. And annual licensing includes big bundles of support.

Underlying all four reasons is one more factor: We pour tons of time and money into R&D. For you, that means always having the most advanced solution on the market.

<u>Computer Hardware Equipment</u>	<u>\$2,000</u>	<u>Oct.</u>
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This is for unbudgeted computer hardware that is needed, and alleviates the need to wait for another budget cycle.

<u>Domestic FAM's</u>	<u>\$2,500</u>	<u>Jan-June</u>
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This will allow us to add 1-2 additional domestic FAM's for Travel Agents in this FY.

<u>International FAM's</u>	<u>\$5,000</u>	<u>Nov-June</u>
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This will allow us to add 3-5 additional international FAM's from China and/or Mexico.

<u>Email Marketing Initiative</u>	<u>\$10,000</u>	<u>Oct-June</u>
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This will allow us to maximize our email database further with professionally designed custom templates, website integration, international translation and market specific messaging. This would be a onetime set up fee. In future years we would just pay for the email send and sporadic design changes.

<u>Add on to Destination Video</u>	<u>\$15,000</u>	<u>Oct-Dec</u>
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These funds would allow us to supplement our destination video with a more professional look and give us the opportunity to pay for local celebrities to be in the video. This will also allow for translation into Spanish and possibly Mandarin.

Conference Sales Calls \$20,000 Oct-June

These funds will allow Conference Sales Staff to conduct 3-4 additional desk-side sales calls into key feeder markets; NYC, BOS, D.C., ATL.

Leisure Sales Coop with VCA and NCOT \$20,000 Oct-June

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

- END -



north lake tahoe

Chamber | CVB | Resort Association

October 7, 2015

Subject: Maintenance Funding Request for Squaw Valley Winter Trail Snow Removal

From: Ron Treabess, Director of Community Partnerships and Planning

Staff Recommendation:

- The Staff requests that the NLTRA Board approve and recommend the Placer CEO approve the Squaw Valley Public Service District's TOT maintenance funding request for up to \$70,000 to partially support the proposed \$102,000 Squaw Valley Winter Trail Snow Removal Project for 2015/16..
- This TOT funding will be contingent upon SVPSPD securing the remaining funding, as it has the previous four years, from sources such as Squaw Valley Business Association, Resort at Squaw Creek, Squaw Valley Property Owners Association, and Squaw Valley Lodge.

Capital Investment/Transportation Committee Recommendation:

- At its September 28th meeting, the CI/T Committee voted (9/1/0) to recommend approval of this Maintenance Funding Request.
- The dissenting vote was based on a concern that this funding is being used to provide everyday maintenance operations of a facility and, while those costs are necessary, the NLTRA has not considered nor provided TOT for any other on-going project maintenance.
- It was suggested that all trail maintenance operations, including snow removal, do support the tourism economy, and soon the entire TOT capital investment fund could be used to pay for everyday maintenance.
- The point being made, once again, that a new (additional) source must be pursued for the overall maintenance needs, which will continue to increase.

Background:

- The fourth year of this program for winter snow removal along the existing Squaw Valley bike trail was successfully concluded at the end of last ski season.
- The Squaw Valley Public Service District (SVPSPD) provided leadership with Placer County Facilities, Squaw Valley Business Association, and the Squaw Valley Homeowners Association. (funding application and support letters attached)
- The benefits proved to be major safety improvement for visitors and residents otherwise having to walk on Squaw Valley Road; a unique amenity of outdoor recreation to attract additional overnight visitors wanting a winter mountain experience without partaking in snow-based sports; and access to commercial businesses from various lodgings without a guest having to drive or catch a shuttle.

- It is agreed that any continuance of this program will require some level of funding from those realizing the benefits of the program.

Decision Considerations:

- To recommend up to \$70,000 TOT Infrastructure Funding for Squaw Valley Winter Trail Snow Removal Program. This is the same amount as funded each of the last three years. To date, this entire allocation has never been used because of small snowfall amounts.
- Funding request submitted by SVPD, which will contract for and manage the program on behalf of other Squaw Valley entities
- Matching funds in the amount of \$10,500 will be provided for this one-season program from the Squaw Valley Business Association.
- District staff is currently coordinating with funders to determine additional contributions.
- The program will be to clear the same length of trail and services as provided last season
- SVPD has implemented cost-savings by using staff and exercising a lease/purchase option for snow blowing equipment.
- Capital Investment maintenance reserves will continue to be used for funding this project requiring approval by the NLTRA Board and the Placer County CEO.
- Evaluation of the potential benefits of winter maintenance on selective trails in Squaw and North Lake Tahoe will continue using the same criteria
- It is understood that future funding requests must have funding matches from those realizing the benefits of the program
- The request is consistent with the funding capabilities of the 2015/16 project budget
- General manager Mike Geary, Squaw Valley Public Service District will be at the Committee meeting to answer any questions.

Tourism Master Plan/Strategic Goals:

- The project supports the mission statement as stated in the *North Lake Tahoe Tourism and Community Investment Master Plan* by promoting tourism and benefiting businesses through enhancement of the economic and recreational climate. SVPD further explains the support of the Master Plan goals in the Application.
- By 2016, the North Lake Tahoe Region will dominate the California market as a destination for alpine and Nordic skiing, biking, and paddle boarding/kayaking and in the top 5 for nationwide winter alpine destination choice according to visitor surveys and NSAA statistics.
- By 2016, Transient Occupancy Tax collections will have increased by 20% over 2010/11 adjusted for inflation.
- By 2016, occupancy during identified strike zones will be 20% greater than 2011 (4% per year) and annual occupancy for all lodging will be increased by 10% over 2011 (2% per year).
- By 2016, the destination visitor segment of our visitor market will have grown by 3% over 2012/13.



**The North Lake Tahoe Resort Association
CAPITAL INVESTMENT PROJECT/PROGRAM
FUNDING APPLICATION**

PROJECT INFORMATION

1. Project/program name: Squaw Valley Bike Trail Snow Removal – 2015-16
2. Brief description of project/program: This program provides snow removal services for Placer County's bike trails in Squaw Valley for the 2015-2016 winter season. This will be the fifth winter the PSD is delivering this service. The Resort Association and Placer County have funded the project, with matching funds, since its inception.

Snow removal is performed as needed between Nov. 15 and April 30 on the 2.3 miles of trail shown on the attached map. Maintenance services also include trail inspection and maintenance, sanding for traction control, sweeping, installation & removal of snow poles and signage, litter pick-up, equipment maintenance, and springtime fence repair and trail resurfacing (e.g., patch paving). The program complies with provisions of a Placer County Encroachment Permit issued by the County's Department of Facilities Services.

Over the last two winters (2013-14 and 2014-15), the District implemented the following notable changes to the program to improve the level of service and reduce the costs necessary to deliver it:

1. We performed the work with District staff and equipment;
2. We increased the length of maintained trail by 1-mile (77% increase), with no additional funding;
3. We constructed three (3) paved pedestrian paths to access the trail at Victor Dr., Russell Rd. and Wayne Rd;
4. We financed the purchase of a Trackless MT6 snow blower for the program's sole use to reduce annual equipment expenses by \$336,000 over the next 15 years, or \$22,400 per year (compared to leasing).

The benefits to visitors and community include improved pedestrian safety along Squaw Valley Road, especially on busy days when Squaw Valley Resort controls traffic for automobile ingress and egress using 3-lanes. There is also an unquantifiable benefit in providing an additional, alternative, non-snow recreational opportunity, as well as an overall health wellness benefit, to tourists and the North Tahoe and Truckee community.

Keeping the trail clear in the winter brings commercial benefit to businesses in the Village. The project is expected to attract additional overnight visitors and additional day-business to the Resort at Squaw Creek and the Village at Squaw because it's an amenity unique to Squaw Valley; particularly by providing an outdoor-recreation opportunity for visitors who don't participate in snow-based recreation, such as skiing and boarding. This project provides an unmatched option for guests who travel with their family or other group with outdoor recreation interests diverse than those they're with.

FINANCIAL INFORMATION

1. Total project cost: \$102,000.
2. Total TOT funds requested: \$70,000.
3. Identify other funding from secured sources: This year, the Squaw Valley Business Association (SVBA) is contributing \$10,500 to the program. Last year, the District received funding from the Resort at Squaw Creek, SVBA, Squaw Valley Resort, and the Squaw Valley Property Owners Association. District staff is currently coordinating with funders to determine contributions available for this winter's program.

Although the bike trail snow removal program is extremely popular and widely considered a success, the PSD remains unable to provide direct financial support and participate in its funding. The District is funded by property taxes and user fees for water, sewer, and garbage collection services. User fees, by law, can only be used to provide services for which they're collected. Use of the District's property tax revenues is restricted to fund Fire Department and utility operations only and is not available for park & recreation expenses. The restriction is based on the understanding that using property tax revenues for park & recreation services results in an equivalent increase in water, sewer, and/or garbage fees. From a business perspective, this is not a viable option.

Due to this financial constraint, the District respectfully requests the NLTRA and County consider the reductions in program costs and increase in the level of service that are attributable to the District's management and operations as the District's financial contribution towards the matching funds typical of this grant program.

Some examples of cost-savings implemented by the District include:

- Delivering the service cheaper with District staff by avoiding prevailing wages requirements and contractor profit
- Financing the purchase of the snow blower
- Exercising a lease / purchase option to apply lease payments to the purchase of the snow blower
- Fundraising to increase matching funds required of this grant

4. Will the project require future financial funding? Yes, annually.

What is the source of the future financial support? Similar to the current funding structure.

Will this include maintenance needs? No.

5. Provide project pro-forma and implementation schedule (timeline).

Pro-Forma:

Squaw Valley Bike Trail Snow Removal Program Cost Estimate – 2015-2016 Winter

Item	Unit	Quantity	Unit Cost	Total
Equipment - snowblower	month	5.5	\$ 4,436.36	\$ 24,400
Labor - snow removal & sanding - standard	hour	200	\$ 60	\$ 12,000
Labor - snow removal & sanding - OT	hour	30	\$ 70	\$ 2,100
Labor - inspection & weekly maintenance	hour	72	\$ 55	\$ 3,960
Labor - snow pole installation, replacements & removal	hour	70	\$ 55	\$ 3,850
Labor - sign installation & removal / puller / hammer rental	hour	5	\$ 55	\$ 275
Labor - safety training	hour	9	\$ 55	\$ 495
Labor - equipment maintenance	hour	8	\$ 55	\$ 440
Materials - fuel	LS	1	\$ 5,600	\$ 5,600
Materials - snow stakes / rebar / tape	LS	1	\$ 1,400	\$ 1,400
Materials - signs / poles	ea	6	\$ 500	\$ 3,000
Materials - equipment maintenance	ea	1	\$ 800	\$ 800
Materials - sand	LS	1	\$ 500	\$ 500
Spring clean-up broom rental / labor	LS	1	\$ 1,000	\$ 1,000
Repairs - trail / fence	LS	1	\$ 2,500	\$ 2,500
Management / Administration	LS	1	\$ 12,000	\$ 12,000
Legal review	LS	1	\$ 1,500	\$ 1,500
Sub-Total				\$ 75,820
Contingency (15%)	LS	1	\$ 11,373	\$ 11,373
Snow Hauling - Truck	hour	40	\$ 55	\$ 2,200
Snow Hauling - Loader	hour	40	\$ 55	\$ 2,200
Snow Hauling - Loading Chute	ea	1	\$ 1,522	\$ 1,522
Snow Hauling - equipment Traffic Control	hour	40	\$ 55	\$ 2,200
Snow Hauling - labor - standard	hour	120	\$ 55	\$ 6,600
Snow Hauling - contractor support	LS	1	\$ -	\$ -
Sub-Total				\$ 26,095
Annual Total				\$ 101,915

The Squaw Valley Bike Trail Snow Removal Program operates November 15, 2015 to April 30, 2016 and includes:

- Snow removal for 2.33 trail miles
- Trail inspection & maintenance
- Snow pole installation & removal
- Sign purchase, installation & removal
- Dog waste clean-up
- Litter pick-up
- Sanding for traction control
- Sweeping
- Season-end trail repair
- Equipment maintenance & repair
- Emergency trail repair
- Equipment financing administration
- Grant administration
- Permitting & compliance
- Project management
- Telephone, service requests
- Insurance

Implementation Schedule: Implementation of the program is expected to be on schedule for the 2015-16 winter but is contingent on the approval of this grant application, additional funding contributions, execution of the grant contract, and the issuance of an encroachment permit to perform the work.

6. How will project cost overruns or operating cost shortfalls be funded? The program's estimate of cost includes a contingency to absorb some additional costs associated with a big winter. However, the program is structured to be terminated if / when costs are anticipated to exceed available funds.

QUALIFICATIONS OF PROJECT SPONSOR

1. Name/address: Squaw Valley Public Service District, P.O. Box 2026, Olympic Valley, CA 96146-2026.
2. Financial Capability: Squaw Valley PSD has a \$5.2 million operating budget and manages approximately \$1.24 million in capital projects annually.
3. Experience with projects of similar nature: District staff clears snow from all of its facilities (public parking lots, fire station, well sites, pump houses, and community dumpster site) with multiple pieces of heavy equipment to allow for daily operations at each site. The District has extensive experience with program management and public works projects.
4. Objectives of project sponsor: Provide a safe winter pedestrian walkway that serves visitor and local populations and increases tourism in Olympic Valley by providing an additional and truly alternative recreational opportunity; improve the safety of pedestrians on Squaw Valley Road; provide an overall health wellness opportunity to out-of-town and local visitors as well as residents; fulfill its own Mission Statement and be responsive to its constituents.

ECONOMIC IMPACT OF PROJECT

1. Estimated number of users: During the six-month program, we anticipate 25,000 people will use the trail (assume 15 users/hour for 9-hours/day).
2. Time of year: November 15 to May 1.
Weekends: 63%
Weekdays: 37%
3. Number of visitors to be attracted as a result of project/program: 100,000
% Local: 33%
% Out of area: 67%. Visitors' origins are typical of guests visiting the greater North Lake Tahoe / Truckee region
4. Projected expenditures by out of area attendees (per capita):
Hotel: Standard North Tahoe visitor expenditures.
Restaurant: Standard North Tahoe visitor expenditures.
Other: Standard North Tahoe visitor expenditures.
5. How will the project improve or enhance service to the visitor? Provide a recreational alternative to skiing and other snow sports. The trail attracts visitors to the valley to use the only plowed, walkable area that doesn't come with the fear and risk of being hit by a car driving on icy roads. Improve pedestrian safety along Squaw Valley Road, especially on busy days when traffic is controlled with 3-lanes. Reduce traffic. Provide a link between the Resort at Squaw Creek and the Village at Squaw.

COMMUNITY IMPACT

1. What geographic portion of North Lake Tahoe will benefit the greatest from this project? Olympic Valley.
2. What region-wide tourism benefits will be created? This project further diversifies opportunities available to visitors for outdoor recreation during the winter months, when sunny days are common. The project improves the walkability within Olympic Valley and reduces vehicular traffic, giving non-skiers / riders opportunity to explore the valley outside of the Village and Resort and without getting in a car. The wintertime views of Squaw Valley provided from the bike trail are unique and stunning. This program undeniably highlights the importance of the area's bike / pedestrian trail network and leverages its capital investments. Its success suggests the program's financial and operational experience could be used to evaluate the feasibility of similar programs on other portions of the trail network. Although the program has multiple benefits, the improvement to pedestrian safety and the reduction in risk of a car vs. pedestrian accident on Squaw Valley Road during the ski season alone justifies the need to provide the service. Improving pedestrian safety clearly benefits the North Lake Tahoe tourism market.
3. Will local resources be used to create, design, and construct this project? Yes. Squaw Valley PSD personnel provide the labor for the program and local vendors are used for needed services, materials and equipment.
4. What types of businesses will receive the greatest economic impact? Squaw Valley restaurants, retail shops, the ski resort, and lodging facilities all benefit from having non-skiing patrons visit or stay in the Valley. Wintertime trail access increases visitation to Squaw Valley by attracting dog and baby walkers, bicyclists, families, and runners because there are few other options in the region to enjoy the safety provided by a plowed Class I bike trail. The improved walkability attracts additional guests due to the increased diversity in outdoor recreational opportunities it creates. The primary reason people visit Squaw Valley and the North Lake Tahoe/Truckee area is to enjoy the multitude of diverse recreational experiences.

Are they supportive of this project? Yes, the Resort at Squaw Creek, Squaw Valley Business Association, PlumpJack, Olympic Village Inn, Squaw Valley Lodge, Red Wolf Lodge, Squaw Valley Property Owners Association, Squaw Valley Resort, Village at Squaw Valley, and the Squaw Village Neighborhood Company vigorously support the project. All contribute financially to the program.
5. Will the project require the addition of governmental service? No.

How will these costs be funded? Grant funding, if approved.
6. Document the community support for the project: The Squaw Valley Municipal Advisory Council (MAC), Placer County, Squaw Valley Ski Holdings, Resort at Squaw Creek, Squaw Valley Business Association, PlumpJack, Olympic Village Inn, Squaw Valley Lodge, Red Wolf Lodge, and the Squaw Valley Property Owner's Association all support the project.

NORTH LAKE TAHOE TOURISM MASTER PLAN

Describe how the project meets the goals of the Tourism Master Plan and criteria of this application (Strategic Goals, Core Project Groupings, and Project Funding Strategy Guidelines).

On the bottom of page 59 in the Transportation Chapter, it explains that one of the "key findings" of the Tourism Master Plan was that "substantial investment in basic facilities and services is required to provide an infrastructure achieving contemporary resort standards" and "to remain competitive with peer areas and to address the serious shortfalls of the transportation network, it is crucial for North Lake Tahoe to develop a transit system that provides a high-quality visitor experience without the need for a private automobile."

On page 64, it reveals that one of the Tourism Master Plan's Action Elements with "Higher Priority" is:

Year-Round Maintenance of Key Trail Segments. *Winter traffic and parking problems could be reduced and visitor experience improved through maintenance of key, high-usage segments of the multipurpose trails throughout the year (including snow removal). Experience in competing mountain resort areas, some with even more severe winter conditions than in North Lake Tahoe, prove that trails can be maintained for winter pedestrian use. This strategy is effective where trails connect commercial centers with residential and lodging developments within a reasonable (1.0 to 1.5-mile) walking distance or where cleared trails could provide access to local streets that provide an adequate winter walking environment. In particular, winter maintenance of the West Shore Trail from Comstock Village (north) to Tahoe City and the North Shore Trail from Lake Forest Road (west) to Tahoe City would provide an attractive walking opportunity for the many visitors lodged in areas such as Granlibakken, Tahoe Tavern, Rocky Ridge, Star Harbor and St. Francis Lakeside, as well as the residents of these outlying areas. This plan element is in keeping with the village strategy discussed above. As the trails were not originally designed and constructed for winter maintenance, this plan element could require capital funding as well as ongoing operating funding.*

This project will enhance and reinvent the functionality of an existing bike trail and leverage the capital investment made by extending the period of its beneficial use.

Using Project Funding Strategy Guidelines, what is your project's score and how was it determined?

This project scores the maximum **135 points** because it meets many "Criteria of High Importance". Specifically, the *Squaw Valley Bike Trail Snow Removal Program*, for:

- 30 points, supports NLTRA key core function areas and strategic goals such as:
 - a. Human Powered Sports and Activities
 - b. Regional Transportation Vision
 - c. Advancement of Tourism Economy called for in Community Plans
- 30 points, is within highest priority Work Plan Project Groupings such as:
 - a. Trails (highest)
 - b. Recreation Amenities
 - c. Transportation Services
- 30 points, is trail related and requires maintenance/operation funding:
 - a. That TOT helped originate
 - b. That serve visitors
 - c. That have matching funding
- 15 points, supports other Work Plan Project Groupings such as:
 - a. Special Events/Regional
 - b. Parks
 - c. Transportation Infrastructure
- 15 points, supports environmental improvement by reducing vehicular traffic and improving pedestrian safety
- 15 points, has other funding sources in place

The program also meets "Other Criteria for Consideration" by leveraging additional funding with necessary TOT funding. The program also has a positive effect on geographic distribution of capital investment funds.

OTHER

List other benefits or elements that should be considered by the Resort Association in evaluating this request.

This project is exceptional for several reasons. First, it leverages existing capital improvements (bike trail) by providing beneficial use during the winter months; a period when the improvements would otherwise go unused. Second, it allows visitors the opportunity to be outside if/when they do not have the opportunity or the time to gather, put-on, buy, or rent ski/snowboard equipment, and go skiing/riding. Third, the project significantly improves pedestrian safety. Fourth, the project will continue to benefit local businesses by increasing pedestrian traffic and making shopping and dining more accessible.

The NLTRA Board should consider the extensive use of the Martis Dam Road during the winter. This is one of the only safe pedestrian areas within the North Lake Tahoe resort-triangle that provides a plowed surface, free of motorized traffic, for walking, jogging, baby-walking, and dog-walking. The District experiences a similar use pattern here, which benefits visitors and local residents alike. There are practically no options for off-snow outdoor recreation in Tahoe and Truckee, while the weather on a day-to-day basis is generally favorable to being outside.

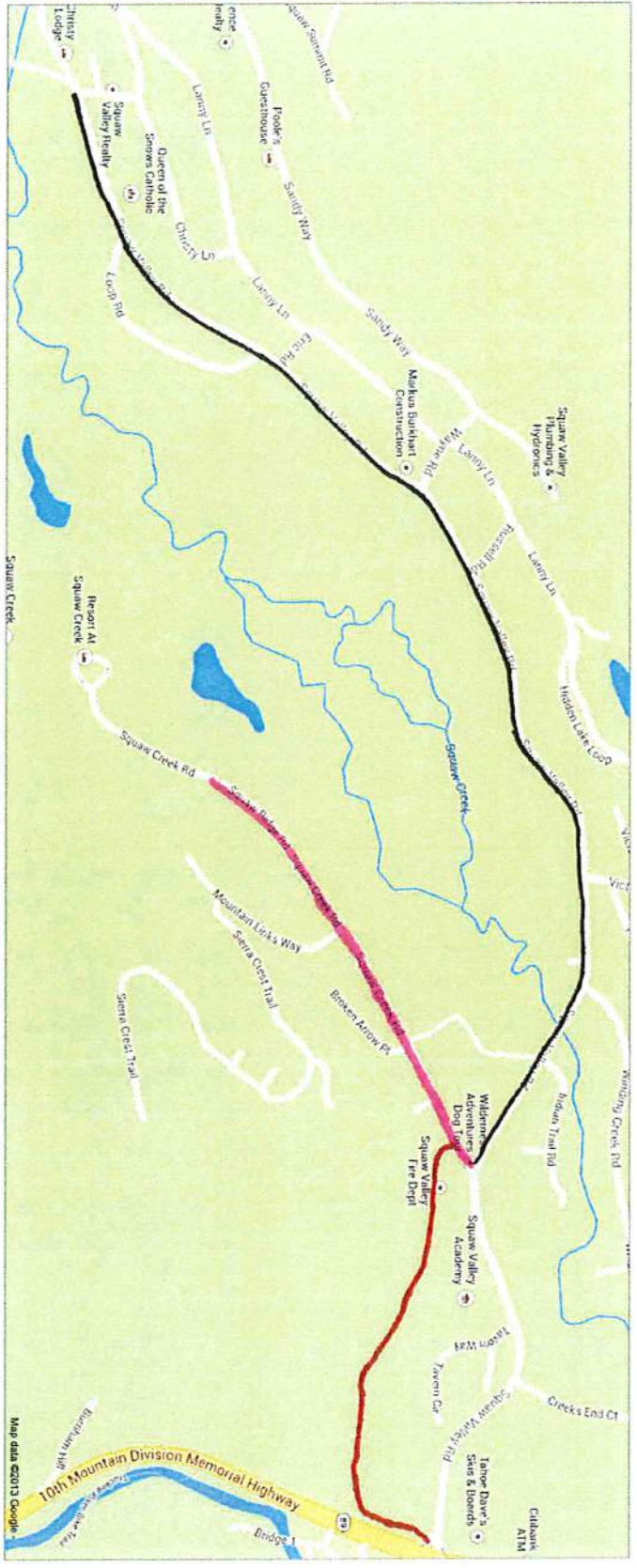
In effort to leverage investment in the project and the experience of delivering it, the District provides reporting of the program's success and resolution of the operational challenges surrounding snow removal from bike trails adjacent to roadways to the Resort Association.

The project is consistent with several of the NLTRA's Strategic Goals 2011-2016 including:

- Develop across . . . core function areas in . . . biking
- Infrastructure/Transportation – Develop Infrastructure and Transportation projects that will lead to a higher quality experience.
- Complete trail system linking . . . areas within the North Lake Tahoe region resort triangle . . . to include bike path system including paved multi recreation trails, bike lanes.
- Provide Infrastructure capital for bike trail support.
- Implement action plans designed to stimulate overnight visitation and related Transient Occupancy Tax collections.
- Community Relations – build trust, confidence and leadership with key partners - be a recognized voice of community in all core function areas

*VILLAGE

- Squaw Valley Road (1.3 mi)
- Resort at Squaw Creek Extension (0.5 mi)
- Squaw Valley Park Extension (0.5 mi)





September 17, 2013

Dear NLTRA,

I'm writing on behalf of the PlumpJack Squaw Valley Inn and the bike path snow removal program you have supported over the past couple of years. Thank you, as winter time access to the bike path has proven a great value and experience for both our guests and residents of Olympic Valley.

Your continued support would be much appreciated. Thank you for the consideration and I look forward to another successful winter and community partnership here in the Valley.

Should you have any questions, please don't hesitate to call or email.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Lamb".

Stephen Lamb
General Manager
PlumpJack Squaw Valley Inn
(530) 448 3206
slamb@plumpjack.com

SQUAW VALLEY FIRE DEPARTMENT

Post Office Box 2522 • Olympic Valley, California 96146-2522

Phone: 530/583-6111 • Fax: 530/583-0624

www.svpsd.org • fire@svpsd.org

Peter A. Bansen – Fire Chief

September 17, 2013

North Lake Tahoe Resort Association
Placer County Board of Supervisors

Greetings:

I'd like to address the effect of snow removal on the multi-use trail in Squaw Valley as it pertains to public safety. I believe that the snow removal regimen on the trail for the past two years – in addition to having significant recreational value – has provided a tangible public safety benefit by providing a safe separation between pedestrians and roadway traffic in Squaw Valley.

Prior to the implementation of the snow removal program, we saw walkers, recreational runners and bicyclists (although in much smaller numbers than currently use the trail) on the shoulders of Squaw Valley Road. There are a number of people who walk to work from their homes in Squaw Valley in addition to those using the road for exercise and enjoyment. The limited width of the road and the vertical snow banks made this a dangerous proposition – in fact in the *first hour of the first day* that the ski resort used a 'three lane' traffic management system, a pedestrian was struck and injured by a car. With the advent of the snow removal program, pedestrians, runners and bicyclists are separated from vehicular traffic for the majority of the length of the road and that has created a safer situation for everyone.

I am strongly supportive of the snow removal program because of the many benefits it provides and would request that you consider the continued funding for it as a high priority among the many requests that you receive.

Thank you,

Peter A. Bansen, Chief
Squaw Valley Fire Department



September 17, 2013

Mr. Mike Geary, P.E.
Squaw Valley Public Service District
PO Box 2026
Olympic Valley, CA 96146-2026

RE: Bike Trail Snow Removal

Dear Mike:

The Squaw Valley Public Service District's conduct of snow removal on the Squaw Valley bike path during the past two seasons, supported by financial contributions from the Squaw Valley Business Association, has produced great benefit for Squaw Valley residents and visitors.

We have received numerous compliments from guests regarding availability of the path for use during winter. Removing the snow in order to provide pedestrian access enhances the appeal of Squaw Valley. Moreover, the availability of the path during winter keeps pedestrians off Squaw Valley Road, improving safety.

Please continue this important work. We understand that the SV Business Association is prepared to double its contribution for the service during 2013-2014, to \$21,000. Squaw Valley will continue supporting the program financially and otherwise.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Livak'.

Mike Livak, Executive Vice President

Squaw Valley USA, P.O. Box 2007, Olympic Valley, California 96146
530.583.6985 | Fax 530.581.7106 | www.squaw.com



Mike Geary

From: Mark Zimmerman <mark@olympicvillageinn.com>
Sent: Tuesday, September 17, 2013 1:33 PM
To: Mike Geary
Subject: Bike Trail Snow Removal in Squaw Valley

Dear Mike:

Please pass on this e-mail to the NLTRA regarding snow removal on the bike trail in Squaw Valley.

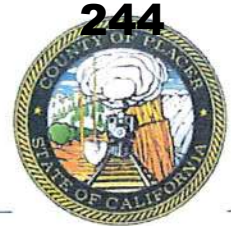
Olympic Village Inn is extremely supportive of continuing the program. We have over 3,200 homeowners and sold the original inventory between 1982 and 1992. Adding 20 to 30 years on to our owners lives has changed their recreational activities.

I see many of our winter owners not skiing anymore but walking has become very important to them. This assists them in staying active while staying at OVI and it is done in a safe manner. In the USA Today Tuesday Sept 17 edition, going on a walk was rated as the boomers top physical activity during a week.

Sincerely

Mark Zimmerman
Olympic Village Inn
Resort Manager
530-581-6000

County of Placer
SQUAW VALLEY MUNICIPAL ADVISORY COUNCIL
175 Fulweiler Avenue
Auburn, CA 95603
County Contact: Steve Kastan (530) 581-0345



June 6, 2013

Dear North Lake Tahoe Resort Association,

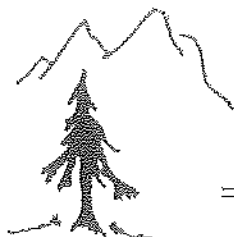
Thank you for your support in funding the winter snow removal on the Squaw Valley Multi-Use Trail for the past two winters. Visitors and residents alike have appreciated and benefited from this project.

The Squaw Valley Municipal Advisory Council encourages the North Lake Tahoe Resort Association to continue to support the winter snow removal with TOT funds. In the 2004 North Lake Tahoe Tourism and Community Investment Master Plan, the NLTRA recognized the importance of "year-round bike-trail maintenance." The benefits for the Squaw Valley trail include increased recreation, safety and ease of traveling in the Valley without a vehicle, and positive environmental impacts on the North Lake Tahoe Region due to less vehicle usage.

The snow removal on the trail helps improve the visitor experience at North Lake Tahoe and the quality of life for residents - an important goal of the NLTRA. The Squaw Valley Municipal Advisory Council strongly supports the continued use of TOT funds for this project.

Sincerely,

Lindsay Romack, Chair
Squaw Valley Municipal Advisory Council



Squaw Valley Property Owners Association

POST OFFICE BOX 2003 • OLYMPIC VALLEY, CALIFORNIA 96148 • INFO@SQUAWVALLEYPOA.ORG

September 17, 2013

To: North Lake Tahoe Resort Association

For the last two years, the bike path has not only been heavily used in the summer, but with the snow removal, well used in the winter. In 2011 the Squaw Valley Property Owners members were surveyed about plowing the bike path. Of the approximately 90 surveys returned, the response was over whelming in support of the plowing. As many wrote, the situation of pedestrians having to walk in the street during the winter was unsafe. For example, students from the local Squaw Valley school had to walk in the street, sometimes in the dark, to return to their school. Responses not only commented on the safety issue, but also the enhanced enjoyment of being able to walk along the meadow in the winter which was not possible without plowing the bike path.

Treas Manning, a SVPOA Board member, did a summer survey of individuals walking on the bike path. From 35 responses, she found the majority of those on the bike path, were not locals but visitors enjoying the view of the meadow and mountain. One can surmise that also in the winter, many of those using the path for walking are visitors. I personally have asked those on the bike path in the winter where they are from and my informal survey found many were visitors not just locals. Every day in the winter, when the snow was on the ground, one always saw the bike path being well used by walkers, runners, and individuals pushing strollers.

To contemplate that this winter activity, especially for those visitors who do not ski or snowboard, may have to cease because of lack of a plowed pathway makes no sense. If we want Squaw Valley to be truly a first-class tourist destination we must offer a place to walk and enjoy the mountains. Every major ski area in the United States and in Europe provides visitors a plowed walking path.

Thus the SVPOA Board and I strongly urge the NLTRA to use TOT funding for five years to continue plowing the bike path in the winter. In addition we recommend that the plowing be expanded to connect SV Park and the Resort at Squaw Creek. In our opinion, it will be sad indeed to discontinue an activity that has been so successful in providing a means in winter for individuals to be outdoors enjoying our beautiful valley and mountain.

Sally Brew
Sally Brew, President, Squaw Valley Property Owners Association

**Staff Report for Board**

Subject: Change to Bylaws to broaden opportunity for future candidates

From: Sandy Evans Hall

Decision Considerations:

- Currently the At-Large position on the Board is the only position that restricts candidacy from a person that resides outside the East Placer County boundaries.
- Over the last four years, there were highly qualified candidates that were excluded because of this residency requirement.
- All those who have been candidates for this position over the past four years have also been business owners or managers of businesses in Placer County.
- If the original intent were to allow for a non-business Member to be eligible for Board candidacy, the proposed language would still allow for that.
- The attached proposed language would broaden the pool of qualified candidates for future elections.

Staff Recommendation: Approve proposed changes to NLTRA Bylaws to equalize candidacy requirements for all categories.

Section 3. COMPOSITION OF BOARD.

Each of the above-described eleven (11) directors shall be voting members of the Board. The At-Large elected director shall reside within the Placer County portion of the North Lake Tahoe Resort Association membership area as defined in Article II, Section 3, subsection (a) of these Bylaws and be a full voting Member or be an owner or manager of an active, current Member business licensed in both the state of California and County of Placer, or the designated agent of that Member.

Section 5. NOMINATION OF DIRECTORS TO BE ELECTED

- a. To solicit qualified candidates for nomination. To qualify, a candidate, excluding candidates for ~~the At-Large and~~ the General Board seats,...

To qualify, candidates for the At-Large Board seat must reside within the Placer County portion of the North Lake Tahoe Resort Association membership area as defined in Article II, Section 3, subsection (a) of these Bylaws or be an owner or manager of an active, current Member business licensed in both the state of California and County of Placer, or the designated agent of that Member.

**Staff Report for Board**

Subject: Election Committee Appointment

From: Sandy Evans Hall

Decision Considerations:

- Our Bylaws state that we need to appoint an election committee of a minimum of 3 people of which at least one member should be a Board Member and one member is not a Board Member.
- The purpose of the committee is to identify potential candidates for the upcoming election.
- Adam Wilson, Wally Auerbach, and Alex Mourelatos are all willing to serve in this capacity and meet the criteria as established in the Bylaws.
- Other Board Members are certainly welcome to participate if they would like.

Staff Recommendation: Appoint Adam Wilson, Wally Auerbach, Alex Mourelatos and any other interested Board Members to the Election Committee.



**Board of Directors
Candidacy Application Form**

Name _____ Phone# _____

Business Name _____ Phone# _____

E-mail Address _____

Mailing Address _____

City _____ State _____ Zip Code _____

Business Address _____

City _____ State _____ Zip Code _____

Business Physical Address _____

City _____ State _____ Zip Code _____

Board Seat: () Real Estate () At Large () Ski Area () Property Management

Please provide below (or attach, no more than 1 page double spaced) a brief description of your business and election platform: _____

All applicants must be members in good standing.

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

Signature _____

Date _____



October 17, 2014

Dear Valued Member,

Each November, members of the North Lake Tahoe Resort Association elect and/or reelect Board Members. The NLTRA Board of Directors is comprised of 12 members, eleven of which are voting members. Nine of these eleven represent a category of the Chamber/CVB/Resort Association membership. Eligible candidates must be an owner or manager of an active business member in good standing, or the designated representative of that member, and be within the membership category that he/she will represent. One member business may not hold more than one Board seat at a time, regardless of the number of membership categories for which that member may qualify.

Open Seats/Qualifications

Board seats open in the 2014 election are as shown below:

*(Note: For election purposes, consistent with the NLTRA's adopted bylaws, a qualified Board candidate must be from a business which has a primary office or location within **the Placer County portion of the North Lake Tahoe membership area**. The business must also have a **Placer County Business License**.)*

Retail

Any Full Member who owns, manages, or is the designated agent of a Placer County licensed business that sells retail goods in the North Tahoe area described above.

Restaurant

Any Full Member who owns, manages, or is the designated agent of a Placer County licensed business that operates a food and beverage establishment located in the North Tahoe area described above.

Large Lodging

Any Full Member who owns, manages, or is the designated agent of a Placer County licensed business that provides lodging and operates over 100 units located in the North Tahoe area described above.

Interested candidates should complete the enclosed application and return to:

North Lake Tahoe Resort Chamber/CVB/ Resort Association
 Attention: Membership Department
 PO Box 884

Tahoe City, CA 96145
Fax: 530.581.1686

Filing Deadline	Monday, November 2, 5p.m.	North Lake Tahoe Visitor Information Center/ 100 North Lake Blvd, Tahoe City Or e-mail Kalie@GoTahoeNorth.com
Single Slate Announcement	Wednesday, November 4 5p.m.	If only one candidate applies for each open seat, the results will be declared and announced at the Board meeting, Tahoe City Public Utility District, Tahoe City
General Election (More than one candidate seat)	Tuesday, November 10 5p.m.	Ballots Mailed- Each member in good standing is entitled to one ballot
Ballot Deadline	Tuesday, December 1, 5p.m.	Ballots must be mailed or delivered to the CPA office of: McClintock Accountancy Corporation PO Box 6719 305 West Lake Blvd. Tahoe City, CA 96145
Results Announced	Wednesday, December 2, 8:30a.m.	NLTRA Board Meeting, Tahoe City Public Utility District Board Room, Tahoe City

Please direct questions to Valerie at 530.581.8727 or Valerie@GoTahoeNorth.com

Sincerely

Sandy Evans Hall
CEO/Executive Director
North Lake Tahoe Chamber-CVB-Resort Association

Have you renewed your membership? Do it online with your login at
<http://www.gotahoenorth.com/business-directory/members-only>