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Advisory member: **Erin Casey**, Placer County Executive Office

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|------------------|--|
| 2:00 p.m. | 1. Call to Order – Establish Quorum |
| 2:05 p.m. | 2. 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. |
| 2:07 p.m. | 3. Agenda Amendments and Approval |
| 2:10 p.m. | 4. Action Items: |
| Page:1 | A. 2021/22 NLTRA Budget Review & Approval – Jeff/DeWitt |
| Page:11 | B. 2021/22 County of Placer Agreement, Scope of Work, Attachment A-2, B, C and E Review & Approval – Jeff |
| Page: 42 | C. TBID Contract with County of Placer - Jeff/Erin |
| Page: 51 | D. Unspent NLTRA funding recommendation from FY 2019/20 - Jeff/DeWitt |
| Page: 52 | E. Review and Approval of additional Tourism Mitigating Services – Jeff/Erin |
| | 5. Adjournment |

Date: 06/08/2021

To: North Lake Tahoe Resort Association (NLTRA) Board of Directors
Cc: Jeffrey Hentz, CEO

From: DeWitt Van Siclen, Accounting Manager

RE: Approval of Proposed 2021/22 NLTRA Budget

Action(s) Requested:

Staff requests Board approval of the 2021/22 NLTRA Budget.

Background:

- Collections on TBID assessments begin July 1, 2021 and will require several months to secure a reserve in order to sustain TBID operations. In the interim months, the NLTRA will be funded through TOT dollars to continue marketing, visitor services, and tourism master plan implementation operations.
- Placer County has budgeted \$4,300,000 in TOT funding for the NLTRA and the TOT Allocation for Housing & Transportation.
 - Budgeted use of TOT Funds for NLTRA operations totals \$3,395,286.
- NLTRA plans to use \$3,024,318 of the \$4.3million to fund marketing efforts, visitor services, and TMPI/TBID implementation through March 2022 (9 months). This marks an overall increase of 7% over the prior year's budget.
 - Marketing budget is 7% greater than prior year. This is a result of budgeting for events when contracts are signed to ensure funding as well as increased North Lake Tahoe Marketing Cooperative (NLTMC) contributions over FY2020/21.
 - Conference budget is 24% greater than prior year. This includes a formerly unbudgeted part time staff that had been hired in the prior year as well as increased NLTMC contributions over FY2020/21.
 - The 12-month Marketing and Promotions total budget marks a 0.5% increase over prior and is a combination of TOT and TBID dollars.
 - VIC budget is 1% lower than prior year over 9 months.
 - TMPI budget is 13% lower than prior year through March 2022. This is due to fewer contracted professional services relative to last year offset by partially funding a new staff position to implement and manage the NLT TBID.
 - TMPI will continue through the end of the fiscal year to account for the NLTRA's role in continuing development on the Tourism Master Plan.
 - The staff position to implement and manage the NLT TBID will be funded through the TBID once the NLTRA is fully operational under the TBID.
 - Membership budget through March 2022 has decreased over prior year due to reduced staffing and loss of membership caused by the TBID.
 - Membership is posting a loss after 9 months of \$17,000. This loss is caught up in April 2022 due to anticipated revenue received through the community awards event. Membership is anticipated to maintain positive cash flows through March 2022.

- Administration budget through March 2022 is 2% greater than prior year, with an additional \$9,744 allocated to the months of April – June 2022 to cover TMPI & TOT Allocation – Housing & Transportation admin overhead.
- TMPI will continue from April – June 2022 to account for the NLTRA's role in further developing the Tourism Master Plan.
 - TMPI is 35% lower than prior year through June 2022 due to fewer professional services required offset primarily by partial funding of a new staff position to implement and manage the TBID.
- NLTRA plans to use \$162,914 of the remaining budgeted TOT funding for partial staffing (split between TOT & TBID) and overhead for a VP level position to manage Transportation & Housing projects for the full 12 months of FY2021/22.
- Placer County is awarding an additional \$200,000 to the NLTRA to provide grant funding for the North Tahoe Business Association (NTBA) and Tahoe City Downtown Association (TCDA) for the NLTRA to take over management of the NTBA and TCDA contracts.
 - The business associations will invoice the NLTRA monthly through the full fiscal year 2021/22.
- Placer County anticipates TBID funds being remitted to the NLTRA in the amount of \$56,122, reducing the remaining funds to TOT Allocation for Housing & Transportation.
- Of the original \$4.3 million TOT funding budgeted for the NLTRA, staff anticipates the remaining \$848,592 to be put towards Transportation and Workforce Housing projects.
- Beginning April 2022, NLTRA anticipates having a sufficient reserve to begin operating fully under the TBID.
 - Total anticipated expenditures for TBID operations are budgeted at \$1,280,278.
 - Funding of TBID allocations is based on the allocations determined in the NLT TBID Management District Plan.
 - Anticipated expenditures of the TBID have been determined by current TOT-funded NLTRA operations.

Fiscal Impact:

Revenues have increased while expenses have decreased due to the transition in funding from TOT to TBID. TOT revenues have increased \$256,133 over prior year and budgeted use of TOT funds for NLTRA operations has decreased by \$848,581 over prior year due to the anticipated transition to the NLT TBID.

TBID revenues are projected at \$4,723,178 for the full fiscal year. Total cash received through June 2022 is projected to be \$3,360,758 with total net cash available after expenditures at the end of FY21.22 to be \$2,080,480.

Attachments:

NLTRA Proposed 2021/22 Budget Summary
 NLTRA Proposed 2021/22 TOT Budget Summary
 NLTRA Proposed 2021/22 NLT TBID Summary & Projected TBID Cash Flow
 NLTRA Proposed 2021/22 TOT Budget Detail by Department

NLTRA Proposed 2021/22 Budget Summary

	NLTRA TOT Funded Proposed Budget										TBID Funded Proposed Budget				Proposed			
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Jul - Mar	Apr-22	May-22	Jun-22	Apr - Jun	2021/22 Total	2020/21 Budget	Difference	Difference
Marketing, Promotion & Events	246,787	124,668	109,724	237,497	140,480	361,120	392,959	368,385	135,121	2,116,739	296,678	172,478	202,990	672,146	2,788,885	2,775,807	13,078	0.47%
Visitors Center & Services	29,385	27,799	27,120	28,026	29,385	29,385	30,517	30,517	29,838	261,971	28,663	33,446	31,351	93,460	355,432	369,800	(14,368)	-3.89%
Business Advocacy & Support											36,082	17,509	16,824	70,415	70,415	-	70,415	100%
Zone 1 Services											62,849	63,398	63,234	189,481	189,481	-	189,481	100%
Econ Devel, Trans, Other Opportunities											32,274	32,556	32,471	97,301	97,301	-	97,301	100%
Sustainability, Mitigation of Tourism											14,014	14,136	14,099	42,249	42,249	-	42,249	100%
Admin (w/o Housing/Infra Oversight)	55,600	52,013	70,129	56,654	54,307	57,051	57,314	57,083	52,274	512,425	21,338	21,338	21,338	64,014	576,439	718,241	(141,803)	-19.74%
County Administration											8,535	8,535	8,535	25,606	25,606	-	25,606	100%
Contingency											8,535	8,535	8,535	25,606	25,606	-	25,606	100%
Monthly Total:	331,771	204,480	206,973	322,176	224,172	447,556	480,790	455,985	217,232	2,891,135	508,968	371,932	399,377	1,280,278	4,171,413	3,863,848	307,565	7.96%
Transportation & Workforce Housing											NLTRA TOT Funded Proposed Budget							
	14,387	14,227	15,877	12,991	14,094	12,318	12,214	12,196	14,081		12,647	14,112	13,672	162,914	162,914	-	162,914	100%
TMPI	26,222	14,077	15,710	12,854	13,946	12,189	12,086	12,167	13,933		2,519	2,811	2,724	141,237	141,237	180,029	(38,792)	-21.55%
Monthly TBID & TOT - Housing & Transportation Total:	40,609	28,304	31,586	25,845	28,040	24,506	24,300	24,463	28,013		15,166	16,923	16,396	304,151				
TOTAL NLTRA TOT FUNDED OPERATIONS:	372,380	232,783	238,559	348,021	252,212	472,062	505,090	480,448	245,245		15,166	16,923	16,396	3,195,286				
Business Association Grant TOT Funding (separate contract)	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667		16,667	16,667	16,667	200,000	200,000	-	200,000	100%
TOTAL COMBINED FUNDING:	389,046	249,450	255,226	364,688	268,879	488,729	521,756	497,115	261,912		540,801	405,522	432,440	1,784,429	4,675,564	4,043,877	631,686	15.62%

NLTRA Proposed 2021/22 TOT Budget Summary

TOT FUNDED OPERATIONS	Jul - Jun 2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total
NLTRA TOT Funded Operations:		372,380	232,783	238,559	348,021	252,212	472,062	505,090	480,448	245,245	15,166	16,923	16,396	3,195,286
Marketing & Promotion														
Marketing		214,719	92,600	77,656	205,429	108,413	329,052	360,891	336,318	103,053				1,828,132
Conference		32,067	32,067	32,067	32,067	32,067	32,067	32,067	32,067	32,067				288,607
VIC		35,385	37,299	38,120	37,026	35,385	35,385	34,017	34,017	34,838				321,471
Less: retail revenue		(6,000)	(9,500)	(11,000)	(9,000)	(6,000)	(6,000)	(3,500)	(3,500)	(5,000)				(59,500)
Admin (w/o Housing/Infra Oversight)		63,700	61,200	83,700	62,700	63,200	61,200	61,200	61,200	61,200				579,296
Less: Membership Admin Alloc		(1,416)	(2,307)	(3,408)	(1,624)	(2,276)	(1,066)	(1,010)	(1,078)	(2,336)				(16,521)
Less: TOT Allocation - Housing & Transportation		(2,368)	(3,458)	(5,108)	(2,222)	(3,325)	(1,549)	(1,445)	(1,528)	(3,312)				(24,316)
Less: TMPI Admin Alloc		(4,316)	(3,422)	(5,054)	(2,199)	(3,290)	(1,533)	(1,430)	(1,512)	(3,277)				(26,034)
TMPI														
TMPI		21,905	10,655	10,655	10,655	10,655	10,655	10,655	10,655	10,655	2,145	2,145	2,145	113,584
TMPI Admin Alloc		4,316	3,422	5,054	2,199	3,290	1,533	1,430	1,512	3,277	374	666	578	27,653
TMPI TOT Funding Total:		26,222	14,077	15,710	12,854	13,946	12,189	12,086	12,167	13,933	2,519	2,811	2,724	141,237
TOT Allocation - Housing & Transportation														
TOT Allocation - Housing & Transportation		12,018	10,768	10,768	10,768	10,768	10,768	10,768	10,768	10,768	10,768	10,768	10,768	130,472
TOT Allocation - Housing & Transportation Admin allocation		2,368	3,458	5,108	2,222	3,325	1,549	1,445	1,528	3,312	1,878	3,343	2,903	32,442
Transportation & Workforce Housing TOT Funding Total:		14,387	14,227	15,877	12,991	14,094	12,318	12,214	12,296	14,081	12,647	14,112	13,672	162,914
NLTRA TOT Funded Operations Total:		372,380	232,783	238,559	348,021	252,212	472,062	505,090	480,448	245,245	15,166	16,923	16,396	3,195,286
Business Association Grant TOT Funding		16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	200,000
TOTAL TOT FUNDING:		403,433	263,677	271,102	377,679	282,972	501,047	533,970	509,411	275,992	44,480	47,702	46,734	3,395,286

NLTRA Proposed 2021/22 Budget NLT TBID Summary & Projected TBID Cash Flow

TBID FUNDED OPERATIONS	Apr - Jun 2022		Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-21	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total
Marketing, Promo, Events															
Former NLTRA Marketing	551,748											259,017	130,454	162,276	551,748
Former NLTRA Conference	120,358											37,661	42,024	40,714	120,358
TOTAL Marketing, Promo, Events	672,146	53%										296,678	172,478	202,990	672,146
Visitors Center & Services															
Former NLTRA VIC	112,535											35,021	39,805	37,710	112,535
TBID Visitors Center & Services	(19,075)											(6,358)	(6,358)	(6,358)	(19,075)
TOTAL Visitors Center & Services	93,460	7%										28,663	33,446	31,351	93,460
Business Advocacy & Support															
Former NLTRA Membership	15,287											17,822	(955)	(1,580)	15,287
Former NLTRATMPI	5,633	16%										1,762	1,966	1,905	5,633
TBID Business Advocacy & Support	49,496											16,499	16,499	16,499	49,496
TOTAL Business Advocacy & Support	70,415	6%										35,082	17,509	16,824	70,415
Zone 1 Services															
Former NLTRA VIC	19,075											6,358	6,358	6,358	19,075
Former NLTRATMPI	15,157	47%										4,741	5,290	5,125	15,157
TBID Zone 1 Services	155,250											51,750	51,750	51,750	155,250
TOTAL Zone 1 Services	189,481	15%										62,849	63,398	63,234	189,481
Econ Devel, Trans, Other Opps															
Former NLTRATMPI	7,783	24%										2,435	2,717	2,632	7,783
TBID Econ Devel, Trans, Other Opps	89,518											29,839	29,839	29,839	89,518
TOTAL Econ Devel, Trans, Other Opps	97,301	8%										32,274	32,556	32,471	97,301
Sustainability, Mitigation of Tourism															
Former NLTRATMPI	3,380	11%										1,057	1,180	1,143	3,380
TBID Sustainability, Mitigation of Tourism	38,870											12,957	12,957	12,957	38,870
TOTAL Sustainability, Mitigation of Tourism	42,249	3%										14,014	14,136	14,099	42,249
Administration	64,014	5%										21,338	21,338	21,338	64,014
County Administration	25,606	2%										8,535	8,535	8,535	25,606
Contingency	25,606	2%										8,535	8,535	8,535	25,606
TBID anticipated expenses TOTAL:	1,280,278	100%										508,968	371,932	399,377	1,280,278
TBID projected monthly cash receipts:	Annual	% of Budget													
Marketing, Promo, Events	3,150,000	53%	-	2,100	2,584	3,718	93,797	230,016	52,428	219,656	467,578	59,506	197,269	435,745	1,764,398
Visitors Center & Services	438,000	7%	-	292	359	517	13,042	31,983	7,290	30,543	65,016	8,274	27,430	60,589	245,335
Business Advocacy & Support	330,000	6%	-	220	271	390	9,826	24,097	5,492	23,012	48,984	6,234	20,666	45,649	184,842
Zone 1 Services	838,000	15%	-	592	729	1,048	26,442	64,843	14,780	61,922	131,812	16,775	55,611	122,839	497,392
Econ Devel, Trans, Other Opps	456,000	6%	-	304	374	538	13,578	33,298	7,590	31,798	67,687	8,614	28,557	63,079	255,418
Sustainability, Mitigation of Tourism	198,000	3%	-	132	162	234	5,896	14,458	3,295	13,807	29,391	3,740	12,400	27,390	110,905
Administration	300,000	5%	-	200	246	354	8,933	21,906	4,993	20,920	44,531	5,667	18,788	41,500	168,038
County Administration	120,000	2%	-	80	98	142	3,573	8,763	1,997	8,368	17,812	2,267	7,515	16,600	67,215
Contingency	120,000	2%	-	80	98	142	3,573	8,763	1,997	8,368	17,812	2,267	7,515	16,600	67,215
TBID projected monthly cash receipts TOTAL:	6,000,000	100%	-	4,000	4,923	7,082	178,662	438,125	99,863	418,393	890,624	113,345	375,751	829,990	3,360,758
TBID cumulative cash receipts:			-	4,000	8,923	16,005	194,666	632,792	732,654	1,151,047	2,041,672	2,155,017	2,530,768	3,360,758	3,360,758
TBID cumulative proposed expenditures:												(508,968)	(880,901)	(1,280,278)	(1,280,278)
TBID cumulative net cash available:				4,000	8,923	16,005	194,666	632,792	732,654	1,151,047	2,041,672	1,646,049	1,649,867	2,080,480	2,080,480

NLTRA Proposed Budget 2021/22 - 9 Month Summary Comparison

TOT Funding	Proposed 2021/22 Budget (Jul - Mar)	2020/2021 Budget (Jul - Mar)	Change 21/22 v 20/21 (\$)	Change 21/22 v 20/21 (%)
	Funding by TOT	Funding by TOT		
Department*				
Marketing	2,188,080	2,049,233	138,847	7%
Conference	360,285	289,837	70,448	24%
VIC	342,770	345,102	-2,332	-1%
	2,891,135	2,684,172	206,963	8%

TOT Allocation Proposed Budget 2021/22 - 12 Month Summary

TOT Funding	Proposed 2021/22 Budget (Jul - Jun)	2020/2021 Budget (Jul - Jun)	Change 21/22 v 20/21 (\$)	Change 21/22 v 20/21 (%)
	Funding by TOT	Funding by TOT		
Department*				
TMPI/TBID	141,237	218,419	-77,182	-35%
TOT Housing & Transportation	162,914	0	162,914	100%
	304,151	218,419	85,731	39%
* Department expenses include a proportional share of the Administration department expenses.				
Administration Expenses Jul 21 - Mar 22:	579,296	567,902	11,394	2%
Administration Expenses (TMPI & TOT Alloc) Apr - Jun 22:	9,744			

Business Association Grant Proposed Budget 2021/22 - 12 Month Summary

TOT Funding	Proposed 2021/22 Budget (Jul - Jun)	2020/2021 Budget (Jul - Jun)	Change 21/22 v 20/21 (\$)	Change 21/22 v 20/21 (%)
	Funding by TOT	Funding by TOT		
Business Association Grants	200,000	0	200,000	100%

TOTAL TOT FUNDING: 3,395,286

North Lake Tahoe Resort Association
Profit Loss Proposed Budget - Marketing
July 2021 through March 2022

9 MONTH TOTAL						
	Jul 21 - Mar 22 Proposed Budget	Jul 20 - Mar 21 Actuals	Jul 20 - Jun 21 Budget	Budget Change 2021/22 vs 2020/21 (\$)	Budget Change 2021/22 vs 2020/21 (%)	Comments
Ordinary Income/Expense						
Income						
4000-00 - County of Placer TOT Funding	2,168,050.42	1,761,153.33	2,049,233.34	138,847.08	7%	
4200-00 - Revenue - Other	0.00	1,525.00	0.00	0.00	0%	
4300-00 - Special Events (Marketing)	0.00	0.00	0.00	0.00	0%	
4700-00 - Miscellaneous	0.00	1,250.00	0.00	0.00	0%	
Total Income	2,168,050.42	1,763,928.33	2,049,233.34	138,847.08	7%	
Gross Profit	2,168,050.42	1,763,928.33	2,049,233.34	138,847.08	7%	
Expense						
5000-00 - Salaries & Wages						
5000-01 - In-Market Administration	0.00	0.00	0.00	0.00	0%	
5020-00 - P.R. - Tax Expense	21,534.38	13,359.92	15,000.00	6,534.35	44%	
5030-00 - P.R. - Health Insurance Expense	37,050.00	30,000.24	30,000.00	1,610.00	3%	
5040-00 - P.R. - Workmans Comp	1,153.75	3,422.05	1,125.00	33.75	3%	
5060-00 - 401 (K)	8,613.75	7,427.65	7,459.97	1,113.78	15%	
5070-00 - Other Benefits and Expenses	1,081.59	704.12	1,275.00	-183.44	-14%	
5000-00 - Salaries & Wages - Other	215,343.75	232,155.78	205,633.97	14,649.78	7%	
Total 5000-00 - Salaries & Wages	284,822.21	257,277.91	251,594.00	23,228.21	9%	To better reflect S&W actuals + 3%COL
5100-00 - Rent						
5110-00 - Utilities	1,125.00	1,284.68	1,415.00	-290.00	-20%	
5140-00 - Repairs & Maintenance	675.00	324.13	675.00	0.00	0%	
5150-00 - Office - Cleaning	1,637.50	1,622.22	2,220.00	-562.50	-25%	
5100-00 - Rent - Other	18,750.00	18,457.73	20,576.45	-1,826.45	-9%	
Total 5100-00 - Rent	22,237.50	22,769.63	24,916.45	-2,678.95	-11%	reduced based on headcount
5310-00 - Telephone						
5310-01 - Telephone	5,200.00	4,925.02	4,940.91	264.09	5%	
Total 5310-00 - Telephone	5,200.00	4,925.02	4,940.91	264.09	5%	
5410-00 - Mail - USPS	0.00	0.00	0.00	0.00	0%	
5620-00 - Supplies						
5620-01 - Supplies - Computer	0.00	3,362.35	0.00	0.00	0%	
5620-00 - Supplies - Other	3,750.00	647.45	15,445.53	-11,635.53	-76%	reduced - not anticipating unforeseen costs (budgeted high in FY2021 due to COVID)
Total 5620-00 - Supplies	3,750.00	4,029.80	15,445.53	-11,635.53	-76%	
5700-00 - Equipment Support & Maintenance	112.50	-0.00	112.50	0.00	0%	
5710-00 - Taxes, Licenses & Fees	112.50	79.17	112.50	0.00	0%	
5740-00 - Equipment Rental/Leasing	750.00	971.78	1,500.00	-750.00	-50%	
5800-00 - Training Seminars	0.00	0.00	6,750.00	-6,750.00	-100%	
5900-00 - Professional Fees						
5910-00 - Professional Fees - Attorneys	1,125.00	0.00	1,125.00	0.00	0%	
5921-00 - Professional Fees - Other	1,125.00	0.00	10,125.00	-9,000.00	-81%	No anticipated professional services required
Total 5900-00 - Professional Fees	2,250.00	0.00	11,250.00	-9,000.00	-80%	
5941-00 - Research & Planning	0.00	0.00	25,000.00	-25,000.00	-100%	no anticipated research/planning
6020-00 - Programs						
6010-00 - Special Event Partnership	10,000.00	-474.34	23,750.00	20,250.00	111%	Anticipating more events to support
6018-00 - Business Assoc. Grants	23,000.00	0.00	15,000.00	8,000.00	33%	
Total 6020-00 - Programs	33,000.00	-474.34	38,750.00	-5,224.34	-16%	
6420-00 - Events						
6420-01 - Sponsorships						
6420-01 - Autumn Food & Wine	0.00	0.00	0.00	0.00	0%	
6421-01 - 4th of July Fireworks	33,000.00	0.00	20,000.00	10,000.00	50%	
6421-04 - Broken Arrow Syrtace	25,400.00	0.00	25,400.00	0.00	0%	
6421-07 - Spartas	178,400.00	0.00	0.00	178,400.00	100%	budgeted in December to ensure funding when contract is signed
6421-09 - Tahoe Lacrosse Tournament	8,000.00	0.00	6,000.00	2,000.00	33%	
6421-09 - Wanderlust						
6421-10 - WinterWonderGrass - Tahoe	25,400.00	0.00	24,400.00	1,000.00	4%	
6421-12 - Big Blue Adventure	0.00	0.00	0.00	0.00	0%	

North Lake Tahoe Resort Association
Profit Loss Proposed Budget - Marketing
July 2021 through March 2022

9 MONTH TOTAL					
	Jul 21 - Mar 22 Proposed Budget	Jul 20 - Mar 21 Actuals	Jul 20 - Jun 21 Budget	Budget Change 2021/22 vs 2020/21 (\$)	Budget Change 2021/22 vs 2020/21 (%)
					Comments
6421-18 - Mountain Travel Symposium	0.00	0.00	0.00	0.00	0%
6421-17 - Enduro	20,000.00	0.00	31,500.00	-45,500.00	-144%
6421-18 - Sponsorships - Other	62,000.00	0.00	0.00	62,000.00	0%
6420-01 - Sponsorships - Other	0.00	0.00	100,000.00	-100,000.00	-100% Sponsorships - Other split between 6421-18 & 6421-00
Total 6420-01 - Sponsorships	411,000.00	0.00	237,500.00	203,700.00	86%
6421-00 - New Event Development	102,075.00	4,000.00	17,500.00	84,575.00	483% See comment under Sponsorships - Other
6424-00 - Event Operation Expenses	1,500.00	0.00	3,500.00	-2,000.00	-57%
Total 6420-00 - Events	514,575.00	4,000.00	258,500.00	256,325.00	125% Total events increase due to budgeting expense at signing of contracts to ensure funding
6730-00 - Marketing Cooperative Media	621,830.22	508,359.42	749,915.00	60,715.32	8%
6743-00 - Non-NLY Co-Op Marketing Program	45,000.00	2,315.35	154,000.00	-109,000.00	-71% Higher in 20.21 dues to anticipating unforeseen costs associated with COVID
6743-00 - BACC Marketing Programs					
6743-01 - Year Round Shopping Campaign	14,000.00	13,403.59	7,000.00	591.61	100%
6743-02 - Winter Lakeside Campaign	20,000.00	0.00	7,000.00	20,000.00	165%
6743-04 - Summerlong Music Campaign	0.00	0.00	7,000.00	0.00	-100%
6743-05 - Summer Mountain Campaign	0.00	0.00	7,000.00	0.00	-100%
6743-06 - COVID Summer Recovery Campaign	0.00	-14,507.45	28,000.00	14,507.45	-100%
6743-07 - Winter Regional Campaign	0.00	17,276.81	0.00	-17,276.81	0%
6743-08 - Summer Regional Campaign	0.00	0.00	0.00	0.00	0%
Total 6743-00 - BACC Marketing Programs	24,000.00	16,178.34	58,000.00	-17,821.66	-31% BACC decreased largely due to no COVID Summer Recovery Campaign
7600-00 - Trade Show/Travel	0.00	395.62	0.00	-395.62	0%
8200-00 - Associate Relations	187.00	169.23	181.84	19.27	3%
8500-00 - Credit Card Fees	0.00	0.00	0.00	0.00	0%
8600-00 - Additional Opportunities	37,500.00	63,602.69	71,200.00	-31,102.69	-47% Higher in 20.21 dues to anticipating unforeseen costs associated with COVID
8700-00 - Automobile Expenses	1,125.00	339.34	1,000.00	824.66	3%
8750-00 - Meals/Meetings	375.00	15.91	2,000.00	369.09	-81%
8810-00 - Dues & Subscriptions	750.00	432.54	2,072.72	317.46	-44%
8910-00 - Travel	3,750.00	0.00	8,000.00	3,750.00	-55%
8920-00 - Bad Debt	0.00	559.89	0.00	-559.89	0%
Total Expense	1,628,132.43	810,015.99	1,651,182.39	942,116.44	11%
Net Ordinary Income	359,947.59	877,942.34	359,050.65	-517,594.35	-10%
Other Income/Expense				0.00	
Other Income				0.00	
4703-00 - Revenues-Interest & Investment	0.00	143.44	0.00	-143.44	0%
Total Other Income				0.00	
Other Expense				0.00	
8220-00 - Allocated	359,940.00	317,523.97	353,050.59	42,424.03	-10%
Total Other Expense	359,940.00	317,523.97	353,050.59	42,424.03	-10%
Net Other Income	-359,940.00	-317,523.97	-353,050.59	-42,424.03	-10%
Net Income	-0.01	860,418.37	-0.04	-660,418.38	-72%

North Lake Tahoe Resort Association
Profit Loss Proposed Budget - Conference
July 2021 through March 2022

9 MONTH TOTAL

	Jul 21 - Mar 22 Proposed Budget	Jul 20 - Mar 21 Actuals	Jul 20 - Jun 21 Budget	Budget Change 2021/22 vs 2020/21 (\$)	Budget Change 2021/22 vs 2020/21 [%]	Comments
Ordinary Income/Expense						
Income						
4050-00 - County of Placer TOT Funding	360,284.79	269,836.69	289,836.69	70,448.10	24%	
4600-00 - Commissions						
4601-00 - Commissions - South Shore						
4600-00 - Commissions - Other						
Total 4600-00 - Commissions	0.00	0.00	0.00	0.00	0%	
Total Income	360,284.79	269,836.69	289,836.69	70,448.10	24%	
Gross Profit	360,284.79	269,836.69	289,836.69	70,448.10	24%	
Expense						
5000-00 - Salaries & Wages						
5010-00 - Sales Commissions	0.00	2,105.67	0.00	0.00	0%	
5020-00 - P/R - Tax Expense	15,726.83	10,550.05	10,414.53	5,312.30	51%	
5030-00 - P/R - Health Insurance Expense	18,926.25	20,164.53	18,375.03	551.22	3%	
5040-00 - P/R - Workmans Comp	1,500.00	2,233.82	1,500.03	-0.03	0%	
5050-00 - 401 (k)	3,750.00	5,198.38	4,500.00	-750.00	-17%	
5061-00 - 401k Profit Sharing	0.00	0.00	0.00	0.00	0%	
5065-00 - Merit	0.00	0.00	0.00	0.00	0%	
5070-00 - Other Benefits and Expenses	675.00	812.88	337.50	337.50	100%	
5000-00 - Salaries & Wages - Other	157,268.25	135,403.36	126,273.78	30,994.47	25%	
Total 5000-00 - Salaries & Wages	197,846.33	176,469.69	161,600.87	36,445.46	23%	Includes part time conference staff
5100-00 - Rent						
5110-00 - Utilities	750.00	656.10	675.00	75.00	11%	
5140-00 - Repairs & Maintenance	562.50	247.50	195.03	367.47	188%	
5150-00 - Office - Cleaning	1,125.00	1,172.20	1,275.03	-150.03	-12%	
5100-00 - Rent - Other	12,000.00	12,796.00	10,500.03	1,499.97	14%	
Total 5100-00 - Rent	14,437.50	15,081.60	12,645.09	1,792.41	14%	
5310-00 - Telephone						
5320-00 - Telephone	3,750.00	3,762.03	2,400.03	1,349.97	56%	
Total 5310-00 - Telephone	3,750.00	3,762.03	2,400.03	1,349.97	56%	
5420-00 - Mail - USPS	150.00	90.90	150.03	-0.03	0%	
5520-00 - Supplies						
5521-00 - Supplies - Computer	0.00	1,232.31	405.00	-405.00	-100%	
5520-00 - Supplies - Other	1,012.50	402.66	1,012.50	0.00	0%	
Total 5520-00 - Supplies	1,012.50	1,634.97	1,417.50	-405.00	-29%	
5700-00 - Equipment Support & Maintenance	0.00	0.00	0.00	0.00	0%	
5710-00 - Taxes, Licenses & Fees	75.00	119.79	74.97	0.03	0%	
5740-00 - Equipment Rental/Leasing	562.50	451.54	749.97	-187.47	-25%	
5800-00 - Training Seminars	750.00	0.00	1,000.00	-250.00	-25%	
6730-00 - Marketing Cooperative/Media	69,647.70	42,853.21	57,937.00	11,710.70	20%	Coop contributions based off FY19.20 monthly splits
8200-00 - Associate Relations	112.50	28.49	0.00	112.50	0%	
8500-00 - Credit Card Fees	0.00	0.00	0.00	0.00	0%	
8750-00 - Meals/Meetings	262.50	0.00	262.53	-0.03	0%	
8810-00 - Dues & Subscriptions	0.00	0.00	562.50	-562.50	-100%	
Total Expense	268,606.53	240,491.42	238,600.49	50,006.04	21%	

North Lake Tahoe Resort Association
Profit Loss Proposed Budget - Conference
 July 2021 through March 2022

9 MONTH TOTAL					
	Jul 21 - Mar 22 Proposed Budget	Jul 20 - Mar 21 Actuals	Jul 20 - Jun 21 Budget	Budget Change 2021/22 vs 2020/21 (\$)	Budget Change 2021/22 vs 2020/21 (%)
Net Ordinary Income	71,678.27	49,345.27	51,236.20	20,442.07	40%
Other Income/Expense					
Other Expense					
8990-00 - Allocated	71,678.26	40,653.99	51,236.39	20,441.87	40%
Total Other Expense	71,678.26	40,653.99	51,236.39	20,441.87	40%
Net Other Income	-71,678.26	-40,653.99	-51,236.39	-20,441.87	40%
Net Income	0.00	8,491.28	-0.19	0.19	-102%

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

THIS AGREEMENT MADE AND ENTERED INTO THIS 22³rd DAY OF June 2021¹⁰ BY AND BETWEEN the County of Placer, hereinafter referred to as "COUNTY" and the North Lake Tahoe Resort Association, Inc., a California Nonprofit Public Benefit Corporation, hereinafter referred to as "RESORT ASSOCIATION".

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

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

WHEREAS, the COUNTY is desirous of obtaining certain services as recommended by the *North Lake Tahoe Tourism Development Master Plan*, and its successor plans, the *North Lake Tahoe Tourism and Community Investment Master Plan*, approved by the Placer County Board of Supervisors on July 26, 2004; and the *2015 North Lake Tahoe Tourism Master Plan*, approved by the Placer County Board of Supervisors on October 20, 2015 and,

WHEREAS, the NORTH LAKE TAHOE RESORT ASSOCIATION, Inc., a California Nonprofit Public Benefit Corporation, has been organized under the Nonprofit Public Benefit Corporation Law for public purposes, to promote, enhance, reinvigorate, coordinate, and direct tourism for the economic betterment of North Lake Tahoe, California, and is willing to perform certain services for the COUNTY to implement the *2015 North Lake Tahoe Tourism Master Plan*, and,

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

1. SCOPE OF WORK

RESORT ASSOCIATION shall perform the Scope of Work as set forth in Attachment A, attached hereto and incorporated herein by reference. Without restricting or otherwise limiting the work to be performed as described in Attachment A and its attachments, it is agreed the intent of this Agreement is that the RESORT ASSOCIATION shall, in performing the work undertake its activities to assist the COUNTY in implementing the *2015 North Lake Tahoe Tourism Master Plan* (2015 TMP).

The Scope of Work and budget may be amended only upon written approval between the RESORT ASSOCIATION and the County Executive Office; provided, however, that no such

amendment shall increase the compensation paid hereunder without execution of a written amendment approved by the Board of Supervisors.

RESORT ASSOCIATION and the County Executive Office will meet once a quarter to assess any proposed changes to the Scope of Work or budget related to COVID-19 impacts or other.

2. CONDUCT OF BUSINESS OF THE ASSOCIATION

- A. All Board and Committee meetings of the RESORT ASSOCIATION shall be conducted in such a manner as to afford and encourage public attendance and participation. No later than 48 hours prior to the time of a meeting of the Board or Committee, the agenda shall be posted at the meeting place and at other appropriate locations in the North Lake Tahoe community, and to the RESORT ASSOCIATION'S website. Available agenda packet support materials shall also be posted to the RESORT ASSOCIATION's website no later than 48 hours prior to the time of a meeting of a RESORT ASSOCIATION Board or Committee. Any agenda packet support materials provided to the Board or Committee after the posting deadline shall be posted to the RESORT ASSOCIATION's website within one (1) business day following conclusion of the meeting. The public shall be given an opportunity to attend each Board and Committee meeting and to directly address the Board or Committee on any item on the agenda and on the business of the RESORT ASSOCIATION generally.
- D. The RESORT ASSOCIATION shall maintain and provide to COUNTY a list of its employees, Board members, and contract employees who are, in the course of their employment, represented on local and regional bodies.
- E. To the extent the RESORT ASSOCIATION or any third party under contract from the RESORT ASSOCIATION expends TOT for any project, program, service and/or support in any amount greater than \$25,000, the RESORT ASSOCIATION shall utilize and require any ~~third-party~~third-party contractors, sub-contractors, grantees and/or sub-grantees to utilize a competitive bidding or procurement process. The \$25,000 threshold may not be avoided by artificially splitting or breaking up contracts into lesser ~~agreements,~~
~~or agreements or~~ entering into a series of agreements for sums below the \$25,000 threshold. Should it be found that any project, program, service and/or support that was originally anticipated to cost less than \$25,000, will in total aggregate value exceed \$25,000, the contract for such project, program, service and/or support shall be reviewed by the RESORT ASSOCIATION Board of Directors, who shall determine if a competitive bidding or procurement process shall be utilized for the amount of the expense in excess of \$25,000 or if an exception from the competitive bidding/procurement policy is reasonably necessary to avoid interruption in RESORT ASSOCIATION's ability to comply with this Agreement and Scope of Work. This provision is not applicable to RESORT ASSOCIATION's membership in the Reno Air Service Corporation (RASC) or the Sierra Ski Marketing Council (SSMC) or to contracts with the Tahoe City Downtown Association and the North Tahoe Business Association. This provision is also not applicable when the project, program, service and/or support is being provided directly by a governmental entity or non-profit public benefit

corporation that does not compete with other potential service providers, however, if the governmental entity or non-profit public benefit corporation sub-contracts any portion of the project, program, service and/or support in an amount greater than \$25,000 to a third-party entity, a competitive bidding or procurement process shall be utilized for that portion of the project. Should a project, program, service and/or support not be available through a competitive bidding process, RESORT ASSOCIATION and/or any third-party contractor, sub-contractor or grantee shall include sole-source justification documentation or other documentation substantiating that the project, program, service and/or support was not able to be competitively bid and such documentation shall be attached to the contract(s) for any such project, program, service and/or support.

A copy of all contracts for projects, programs, services and/or support in any amount greater than \$25,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract and shall be accompanied by documentation verifying that the competitive bidding or procurement process as required by this Agreement was utilized and/or will be utilized by any third party under grant or contract to provide the project, program, service and/or support.

- F. A copy of all contracts for projects, programs, services and/or support in any amount greater than \$10,000 shall be provided to the COUNTY within fifteen (15) business days of execution of the contract.
- G. RESORT ASSOCIATION staff shall within ten (10) calendar days notify and provide supporting documentation in writing to the Board of Directors for any unbudgeted project, program, service and/or support expense of \$2,500 or greater.
- H. The RESORT ASSOCIATION shall maintain updated bylaws that reflect current Board composition and committee structures.
- I. The RESORT ASSOCIATION shall not use any funds received under this Agreement for political contributions of any type. The RESORT ASSOCIATION may use budgeted funds received under this Agreement to obtain legislative advocacy services, so long as those services are exclusively utilized in a manner consistent with the intent and purpose of this Agreement and the duly adopted policies of the COUNTY regarding any issue for which such services are obtained by the RESORT ASSOCIATION. Such efforts may include advocacy for state and federal funding to implement identified infrastructure projects, transit operations, and/or other legislative efforts consistent with the intent and purpose of this Agreement that are allowable with respect to expenditure of public funds.

From time to time the RESORT ASSOCIATION (as the North Lake Tahoe Chamber of Commerce) will engage in legislative advocacy or political efforts using non-governmental funding. Upon the request of the COUNTY the RESORT ASSOCIATION will provide a written certification that all such expenditures ~~for legislative~~ for legislative advocacy or political ~~purposes are~~ purposes are from funds other than those provided by this Agreement.

- J. The RESORT ASSOCIATION shall keep separate, complete and accurate financial records of all Transient Occupancy (TOT) funds allocated to the Resort Association and the expenditure thereof.
- K. The RESORT ASSOCIATION shall maintain accurate records of the actions taken by Resort Association Committees and Board of Directors. Such records shall be posted to the Resort Association's website.
- L. For grants, events or sponsorships identified in this contract that occur or continue after the end of the contract term, the RESORT ASSOCIATION shall accrue those funds as expenses during the contract term and expend them in the following year. Any unexpended funds will be returned to the COUNTY as part of that following year's Fund Balance Reconciliation.

3. TERM AND TIME OF COMPLETION

The term of this Agreement is from July 1, 202~~10~~¹⁹ – June 30, 202~~21~~²⁴.

4. PROGRESS REPORTS

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

- A. The RESORT ASSOCIATION shall provide regular progress reports to the COUNTY as identified in Attachment E of this Agreement (Progress and Performance Reporting Schedule). Financial reports and schedules included in the regular progress reports shall be specific to TOT funds and expenses. Upon receipt of any progress report, the COUNTY may request additional information regarding the activities of the RESORT ASSOCIATION, which shall be provided to the COUNTY in writing within fifteen (15) business days of any such request.
- B. RESORT ASSOCIATION shall submit each Progress Report required under this Agreement directly to the County Executive Office by uploading reports into a mutually agreed upon file sharing platform. To the extent that any of the Progress Reports required by this Agreement may also be provided to the Board of Directors and/or Committees of the RESORT ASSOCIATION as a part of a meeting packet or other correspondence and the County Executive Office may be included in the distribution thereof, such distribution shall not constitute submission of the Progress Report to the County Executive Office for purposes of satisfying the provisions of this Agreement. All Progress Reports required under this Agreement shall be archived by the RESORT ASSOCIATION in a format readily accessible if requested by the COUNTY or the general public.

5. BUDGET FIGURE AND FINANCIAL AUDIT

- A. ~~No later than April 1 of each contract year, the County Executive Office will provide a total contract budget figure to the RESORT ASSOCIATION equal to or greater than the prior fiscal year with an adjustment based on the San Francisco Consumer Price Index.~~

~~The COUNTY EXECUTIVE OFFICE will initiate a meeting before April 1 with the RESORT ASSOCIATION if Transient Occupancy Tax revenues are projected to decrease in the next fiscal year to discuss impacts to the RESORT ASSOCIATION budget figure. Within two (2) business days of the first RESORT ASSOCIATION Board meeting in May of each year, the RESORT ASSOCIATION shall submit to the County Executive Office in writing a proposed Scope of Work and an accompanying budget request for the subsequent fiscal year. The request shall include any suggestions for revision to the Scope of Work and program objectives, identify costs thereof, if any, and a progress report measuring Key Performance Objectives as identified in the Scope of Work, Attachment A. COUNTY will provide a written response and coordinate a meeting with appropriate participants from COUNTY and RESORT ASSOCIATION staff and Board members to review and resolve any outstanding differences within thirty (30) calendar days of receipt of the proposed Scope of Work and accompanying budget.~~

- B. ~~T~~The RESORT ASSOCIATION shall have an audit of assets and liabilities performed and shall provide the same to the COUNTY within thirty (30) calendar days of its completion. Such audit shall include a TOT Budget to Actual Schedule as supplemental information in the audit report. RESORT ASSOCIATION shall utilize a competitive bidding process to secure the services of the audit firm which is to perform the annual audit and shall include the County Executive Officer or his/her designee on the panel that reviews proposals received as a result of such competitive bidding process and selects the audit firm to perform the audit. The term of contract with the audit firm, including any extensions, shall not exceed five (5) years in duration. The COUNTY shall have the right to perform an audit of the financial records of the RESORT ASSOCIATION at its own cost at any time to verify payments and expenditures made under this Agreement. Upon request of the COUNTY, the RESORT ASSOCIATION agrees to make its financial records available to the COUNTY for any such review within a reasonable period of time.

6. COMPENSATION

A. MAXIMUM LIMIT

- 1) The RESORT ASSOCIATION'S total compensation is \$3,3195,286 as set forth on Attachment C and shall be the maximum total compensation paid from the COUNTY directly to the RESORT ASSOCIATION for the services outlined in the attached Scope of Work (Attachment A) and budget (Attachment C). Costs for services, programs and/or projects provided by the COUNTY shall be paid either through a journal transfer process, direct disbursement or check from COUNTY to RESORT ASSOCIATION.
- 2) Payment for General and Administration, overhead and personnel costs for tasks 1-62 in the Scope of Work and direct marketing program costs associated with the Marketing Coop shall be made in monthly progress payments, as set forth in detail in Attachment B. A monthly invoice based on approved budget, must be provided 15 days before scheduled payment for review by the County Executive Office. Payment may be withheld if expenditures are not consistent with Scope of Work or budget as

identified in Attachment A-2 or Attachment C. Monthly transaction detail reports will also be provided as outlined in Attachment E to provide additional backup for invoices. The invoice must also include a monthly financial report from the Marketing Coop.

- 3) Payment for special events, BACC Program Funding, Community Marketing, Research and Planning and Non-Coop Marketing Program costs as identified in the Scope of Work and Attachment A-2 require an invoice before payment will be made. The invoice package shall include the following:

- a) Invoice with line items and total requested funds
- b) Labor detail if applicable
- c) Event contract and/or sponsorship application if applicable

Payment will be made after the invoice is reviewed and approved by the County Executive Office. Invoices will be paid in less than 45 days from date of receipt. If an item on an invoice is in dispute or requires additional back-up information, the balance of the invoice will be paid while resolution of the item is sought.

- 4) The invoice process will be reviewed before the end of each quarter to determine if a revision to required documentation is appropriate and/or if revisions to the process are needed.
- 5) All expenses of the RESORT ASSOCIATION, including any expert or professional assistance, any travel or per diem costs, any administrative services, and any capital expenditures necessary to complete the Scope of Work shall be paid only from the monies identified for each specific purpose, and within the budget limit set forth above.

6) COUNTY has budgeted \$4,2043,878 for the RESORT ASSOCIATION FY-21-22 agreement consistent with prior year contract totals. This agreement is for less than the total budgeted amount because of projected Tourism Business Improvement District funds that will be remitted to the RESORT ASSOCIATION from Placer County. Therefore, TOT funds not spent for RESORT ASSOCIATION operations will be considered freed-up TOT in the amount of \$848,592 and allocated to workforce housing and transportation programs and projects as recommended by the RESORT ASSOCIATION Board of Directors and approved by the Placer County Board of Supervisors.

6)7) The total compensation amount reflects the amount approved in the Board of Supervisors Budget for that fiscal year.

7)8) COUNTY and RESORT ASSOCIATION agree that, to the extent possible, COUNTY Tourism Services provided by Placer County which are funded from the Tahoe TOT budget will align with the mission of the RESORT ASSOCIATION and goals set forth for the organization by the COUNTY.

B. TOURISM MASTER PLAN IMPLEMENTATION ACCOUNT

Maximum TOT funding to be received by RESORT ASSOCIATION to cover expenses for Personnel/Overhead shall not exceed and General and Administration TOT expenses shall not exceed \$141,237. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of the FY 202~~1-220-21~~ audited financial statement, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

C. TOURISM DEVELOPMENT ACCOUNT

Maximum FY 20~~19-221-220~~ TOT expenses for Personnel/Overhead shall not exceed \$690,218 and General and Administration TOT expenses shall not exceed \$687,064. Any overages shall, within 15 days after RESORT ASSOCIATION acceptance of the FY 202~~1-220-21~~ audited financial statement, be reimbursed by RESORT ASSOCIATION to the COUNTY for deposit to the Lake Tahoe Tourism Capital Improvements Account held in the COUNTY Treasury.

- 1) In order to track progress and completion of tasks associated with projects and programs implemented with Transient Occupancy Tax (TOT) funds, the RESORT ASSOCIATION will utilize a contract format for all Marketing Account projects, programs and/or services that are allocated TOT funds in the amount of \$10,000 or greater. The contract format shall include a scope of work and progress payment schedule.
- 2) In each fiscal year, the Marketing Account shall maintain a total ten (10) percent reserve of the average of the three prior fiscal years total budgeted Marketing Account expenditures to provide for fluctuations in the TOT collected. The RESORT ASSOCIATION'S policy document on marketing reserve fund expenditure is included as Attachment F to this Agreement. If Marketing Account reserve funds are expended as called for in Attachment F, the funds will be reimbursed to the reserve account prior to the end of the following fiscal year.
- 3) The RESORT ASSOCIATION shall work with the Placer County Office of Economic Development to develop a Scope of Work associated with the allocation of \$40,000 in Tahoe TOT funds for the provision of visitor information and tourism development services at the Placer County Visitor's Bureau California Welcome Center on behalf of the RESORT ASSOCIATION. It is anticipated these actions will be completed by October 1 of each contract year.
- 4) The RESORT ASSOCIATION shall undertake periodic reviews to ensure that all lodging properties and vacation rental firms in eastern Placer County are listed on any and all websites, printed materials and guides that include lodging listings and which are paid for, all or in part, with TOT funds. All web-based listings shall include direct links to property or firm websites when available.

- 5) The RESORT ASSOCIATION has entered into a Cooperative Marketing Agreement with the Incline Village Crystal Bay Visitors Bureau (IVCBVB). Consistent with the terms of the North Lake Tahoe Marketing Cooperative Participation Agreement between the RESORT ASSOCIATION and the IVCBVB, the following stipulations are also made part of this Agreement between the RESORT ASSOCIATION and the COUNTY.
- a) No provision in the North Lake Tahoe Marketing Cooperative Participation Agreement shall be interpreted as to supersede or conflict with any provision of the current Agreement between the COUNTY and the RESORT ASSOCIATION as approved by the RESORT ASSOCIATION and the COUNTY. RESORT ASSOCIATION shall ensure that TOT funds contributed by it to the North Lake Tahoe Marketing Cooperative will be expended in accordance with Section 2. E. of this Agreement. RESORT ASSOCIATION shall ensure that all contracts for services and/or support executed by the North Lake Tahoe Marketing Cooperative that result in the expenditure of \$10,000 or more of Placer County TOT funds will be accompanied by a scope of work and that a copy of the contract will be provided to the RESORT ASSOCIATION. Within fifteen (15) days business days of receipt of the contract, RESORT ASSOCIATION shall provide a copy to COUNTY.
 - b) The RESORT ASSOCIATION shall provide a detailed separate accounting of the expenditures of the Cooperative to the COUNTY on a quarterly basis. Such accounting shall include a list of any expense of the Cooperative funded with Placer County TOT, the amount of the expense and the vendor to which the amount was paid. Such accounting shall be submitted electronically and to the County Executive Office as outlined in Attachment E.
 - c) The RESORT ASSOCIATION shall collect Marketing Performance Indicators based on the total annual expenditures of the North Lake Tahoe Marketing Cooperative as part of the RESORT ASSOCIATION'S Tourism Development Plan, an updated copy of which shall be provided to COUNTY as part of the RESORT ASSOCIATION'S Final Report to COUNTY due 45 days after the end of FY 2021-~~220-21~~
 - d) Activities, including program oversight, and any decisions made by the Cooperative Marketing Committee, as defined in Section 8 of the North Lake Tahoe Marketing Cooperative Agreement, shall be consistent with the budget resources and marketing direction approved by the RESORT ASSOCIATION Board of Directors, in accordance with its approved Operating Procedures and Policies document.

D. PAYMENT SCHEDULE

- 1) Payments shall be made to the RESORT ASSOCIATION on as set forth in Attachment B, for the term of this Agreement, predicated on the ongoing fulfillment of the terms of this Agreement. The payment schedule may be amended with the written

approval of the County Executive Officer or designee. Such amendments may include advance funding for administration, tourism development or Tourism Master Plan implementation as mutually agreed upon by the parties; however, such amendments shall not create additional liability to the COUNTY, or additional compensation to the RESORT ASSOCIATION without approval from the Board of Supervisors.

E. RIGHT TO WITHHOLD PAYMENTS

- 1) COUNTY, in its sole discretion, may withhold part or all of monthly payments, if the RESORT ASSOCIATION:
 - a) Does not comply with the requirements set forth in this Agreement; or,
 - b) Does not adhere to the Scope of Work, detailed work plans and key milestones for measuring progress; or,
 - c) Fails to take prompt and effective corrective action to remedy material variances from the Scope of Work, detailed work plans and key milestones for measuring progress.
 - d) Fails to provide, upon request, adequate documentation to COUNTY validating that any contract expense has been incurred in accordance with the terms of this Agreement.
- 2) Payments shall not be withheld unless and until COUNTY:
 - a) Provides RESORT ASSOCIATION a written notice of intent to withhold payment; and,
 - b) Allows RESORT ASSOCIATION fifteen (15) calendar days to respond and/or take corrective action(s). The response could include a request to meet, within a reasonable timeframe, with the County Executive Office for purposes of determining agreement on acceptable progress on specified terms. If 30 days following such agreement there is still no acceptable progress, then COUNTY may withhold payment.

6. RECORDS

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

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

7. EMPLOYEES OF RESORT ASSOCIATION

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

8. PERFORMANCE

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

9. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

10. **INSURANCE:**

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

A. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

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

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

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

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 County of Placer".

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

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

B. **GENERAL LIABILITY INSURANCE:**

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

- (1) Contractual liability insuring the obligations assumed by RESORT ASSOCIATION in this Agreement.
- b. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- c. If RESORT ASSOCIATION carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- d. If RESORT ASSOCIATION carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- e. Special Claims Made Policy Form Provisions:
- RESORT ASSOCIATION shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) The insurance coverage provided by RESORT ASSOCIATION shall contain language providing coverage up to one (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 County as noted above. In no cases shall the types of policies be different.

C. ENDORSEMENTS:

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

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

D. AUTOMOBILE LIABILITY INSURANCE:

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

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

E. ADDITIONAL REQUIREMENTS:

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

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

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

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

11. CANCELLATION

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

12. AMENDMENTS - ANNUAL EXTENSIONS

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

13. DISPUTE RESOLUTION.

The parties agree that in the event of a dispute or claim arising between them out of this Agreement or any resulting transaction they shall first undertake the dispute resolution procedures set forth herein.

13.1 Informal Dispute Resolution. In order to initiate the informal dispute resolution process, the CEO' Office of the aggrieved party shall provide notice of the dispute or claim

to the CEO's office of the other party and request resolution of the dispute or claim pursuant to this dispute resolution procedure.

(1) Within five (5) days of receipt of notice of a dispute or claim by either party, the parties' CEOs, or their representatives, shall meet to attempt to resolve the dispute.

(2) In the event the CEOs fail to resolve the dispute to the satisfaction of the parties, the unsatisfied party shall, within five (5) days of the CEOs meeting, provide a written notice to the other party requesting that a committee of each party meet and attempt to resolve the dispute. The committees of each party shall meet within five (5) days of receipt of the notice.

(3) In the event the committees fail to resolve the dispute to the satisfaction of the parties, the unsatisfied party shall within five (5) days of the CEOs meeting, provide a written notice to the other party requesting that a ~~neutral mediator~~ neutral mediator (agreed to by both committees) be engaged to attempt to resolve the dispute. The mediator shall use best efforts to meet within thirty (30) days of receipt of the notice, but no later than forty-five (45) days after receipt of the notice.

14. FORMAL DISPUTE RESOLUTION.

The parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through the informal dispute resolution procedures set forth above, shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, or an attorney with not less than five (5) years substantial experience with business law, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Nevada Mediation and Arbitration Act, NRS §§ 38.015 et seq. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Nevada Revised Statute § 38.087 and Part V, Subpart A of the Nevada Supreme Court Rules (Nevada Arbitration Rules). The award may be vacated or corrected on appeal to a court of competent jurisdiction for any error in applying substantive Nevada law. The arbitration shall take place in Tahoe City or Incline Village, to be determined by the party who received the initial notice of dispute, unless the parties agree to a different location.

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

COUNTY OF PLACER, "COUNTY"

Supervisors

By: _____

~~Robert Weygandt~~ Kirk Uhler, Chairman, Board of

County of Placer

Date: _____

Approved as to Form:

By: _____

County Counsel

Date: _____

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

By: _____

Samir Tuma, Chairman, Board of Directors
North Lake Tahoe Resort Association

Date: _____

List of Attachments:

- A- RESORT ASSOCIATION Scope of Work
- A-2 RESORT ASSOCIATION Marketing Budget
- B- RESORT ASSOCIATION Payment Schedule
- C- RESORT ASSOCIATION Budget
- E – RESORT ASSOCIATION Reporting Schedule
- F- RESORT ASSOCIATION Marketing Reserve Policy

ATTACHMENT A – North Lake Tahoe Resort Association Scope of Work for July 1, 2021 - June 30, 2022

The North Lake Tahoe Resort Association (Resort Association) will provide services in accordance with the provisions and requirements specified in the scope of work to assist the County in meeting its tourism promotion objectives as identified in the 2015 Tourism Master Plan. **This contract and scope of work are transitional to support the organization's continued operations while Tourism Business Improvement District revenues are collected and remitted to the Resort Association**

Services will include:

1. Organization Management/Administration
2. Support for Tourism Master Plan Implementation
3. Tourism Development Programs
4. Visitor Information Services
5. **Capital Improvement, Transportation, Planning Infrastructure**
6. **Contract with the North Lake Tahoe Business Associations - Management and Oversight**

1. ORGANIZATION MANAGEMENT AND ADMINISTRATION (17% budget)

GOAL: Provide management and administrative functions for the organization.

Tasks:

1. Ensure compliance with all provisions and requirements of the Agreement between Placer County and the Resort Association.
2. Continue evaluation and modification of NLTRA's service delivery methods to ensure cost effectiveness.

Performance Indicators:

1. Ensure compliance with all provisions and requirements of the Agreement between Placer County and the Resort Association.
 - a. Achieve full compliance with County contract, utilizing written memorandums to clarify contract and reporting requirements.
2. Continue evaluation and modification of NLTRA's service delivery methods to ensure cost effectiveness.
 - a. Successful implementation of organizational goals and achievement of performance indicators in most cost-effective manner.

2. SUPPORT FOR TOURISM MASTER PLAN IMPLEMENTATION (3% budget)

GOAL: Provide support to Placer County to implement the Tourism Master Plan priorities.

Tasks:

1. Co-chair, with Placer County, the Capital Projects Advisory Committee (CAP Committee), ensuring business community involvement in process and programs.
2. Coordinate with Placer County, special districts, and business community to develop funding strategies to support implementation of the Tourism Master Plan.
3. Develop outreach and education for business community support for funding of Tourism Master Plan priorities.
4. **Develop and distribute education materials for a ballot measure to renew the sunseting two percent Transient Occupancy Tax (TOT) in eastern Placer County.**

Performance Indicators:

1. Implementation of new committee organization.
 - a. Continue development of revised committees to complement new Board structure and Resort Association revised contract compliance.
1. Co-chair, with Placer County, the Capital Projects Advisory Committee (CAP Committee), ensuring business community awareness of process and programs.
 - a. Business community participation in CAP committee meetings and processes.
 - b. Achieve general business community awareness for CAP Committee review and recommendations to the Board of Supervisors.
2. Coordinate with Placer County, special districts, and business community to develop funding strategies to support implementation of the Tourism Master Plan including **renewal of the sunseting two percent TOT for eastern Placer County:**
 - a. Funding strategy acceptance by governmental and business leaders for implementation of Tourism Master Plan priorities.
 - b. Develop outreach and education for business community support for funding of Tourism Master Plan priorities.

3. TOURISM DEVELOPMENT PROGRAMS (62% budget)

GOAL: In accordance with the **Management District Plan, Tourism Master Plan and Tourism Development Plan**, develop and execute comprehensive public relations, marketing, advertising, sales, special events, and promotion programs to maximize the exposure and promotion of eastern Placer County, as part of the North Lake Tahoe region, as a premier mountain resort destination in the United States.

Tourism Development Tasks:

1. Position North Lake Tahoe (NLT) as a year-round/four season destination

2. Increase visitation during Spring and Fall, targeting Bay Area/Southern California using events as a key driver
3. Increase mid-week visitation
4. Build and integrate into all marketing activities destination messaging to educate visitors on responsible travel and destination etiquette
5. Build communication and marketing programs that will influence visitor behavior
6. Increase length of stay and visitor spending year-round
7. Create opportunities for new market entry that aligns with direct lift into Reno/Tahoe Airport and Sacramento Airport
8. Increase the number of conference leads and bookings for mid-week and shoulder season.
9. Increase stakeholder communication and partnership opportunities
10. Create ongoing measurement plan evaluating ad effectiveness, visitor profiles, lodging occupancy data, target market and visitation.

Performance Indicators/Results Tracking:

1. Position North Lake Tahoe as a year-round/four season destination
 - a. Create two evergreen content articles per season that align with pillars identified in the Tourism Development Plan
 - b. Update meetings and sales collateral & develop quarterly newsletter showcasing year-round activities
 - c. Publish 1 blog posts per month to align with key themes and pillars.
 - d. Utilize sponsored event partnerships to extend reach of destination messaging
2. Increase visitation during non-peak periods (non-peak periods are typically identified as April through mid-May, late August through mid-December, and most mid-week periods, excluding holidays) targeting Bay Area and Southern California using events as a key driver.
 - e.a. Provide summary of sponsored events with ROI including report on event attendance, overnight stays and media exposure in eastern Placer County
 - f.b. Ensure local districts and public service agencies are notified of North Lake Tahoe sponsored special events.
 - i. Distribute event notifications after sponsorships are approved by the Resort Association Board of Directors on a quarterly basis via email.
 - g.c. Sponsor events that meet 3 of the 4 following criteria:
 - i. Number of room nights generated – greater than 100
 - ii. Average night stay – at least/greater than 2.5
 - iii. Media/PR value – greater than \$25,000
 - iv. Meet at least one of the brand pillars (wellness, arts/culture, culinary, outdoor recreation)
 - h.d. Host a seasonal media FAM with 3-4 journalists focused on sustainable travel /traveler's responsibility theme.

i.e. Increase website visitation and social media followers from the Bay Area/Southern California by 5% over the prior fiscal year.

2.3. Increase mid-week visitation year-round

- a. Obtain at least 1 article in a Tier 1 Publication – (ex. Conde Nast, Outside, Travel & Leisure, Forbes Travel) that aligns with cultivation of domestic fly-in markets and key destination pillars.
- b. Obtain at least 1 article in a Tier 1 International Publication
- c. Increase group meetings staying Sunday through Thursday over **FY18/19 (last fiscal year not impacted by Covid-19)**
- d. Increase website visitation and time on site from flight markets by 5% over the prior fiscal year.

3.4. Increase length of stay and visitor spending year-round

- a. Work with NLT lodging partners to support meeting and group planner site inspections & sales missions
- b. Increase product placement with receptive operators and with international and domestic tour operators by 5% through coop partnership
- c. Host at least one digital influencer FAM that align with cultivation of domestic fly-in markets and key destination pillars
- d. Obtain at least 1 media placement in a Tier 1 Publication – (ex. Conde Nast, Outside, Travel & Leisure, Forbes Travel) that aligns with cultivation of domestic fly-in markets and key destination pillars.

4.5. Create opportunities for new market entry that aligns with direct lift into Reno/Tahoe Airport and Sacramento Airport

- a. Support emerging markets identified by Reno Air Services Center (RASC) with marketing and PR efforts.
- b. Obtain at least one media placement in publication that targets emerging markets identified in the Tourism Development Plan.
- c. Participate at one media or consumer event in a direct flight market
- d. Participate on the RASC Marketing Committee

5.6. Increase the number of conference meeting leads and bookings for mid-week and shoulder season period

- a. Develop and increase conference lead generation from trade and sales outreach efforts
- b. Increase contracted room nights generated through organic leads and sales efforts.
- c. Increase leads in markets identified in the Tourism Development plan by 5% over the prior fiscal year.
- d. Work with NLT meeting venue partners and identify key trade shows or events to partner in driving new group meeting leads.

- e. Identify an industry event to host and sponsor in NLT that would support efforts to grow mid-week/shoulder season business.
- 6.7. _____ Increase stakeholder communication and identify partnership opportunities that support Resort Association goals and TMP priorities**
- a. Identify and provide opportunities where industry stakeholders can participate in a program they could otherwise not do on their own (for example IPW trade show, media missions, research opportunities, state programs)
 - b. Create and distribute monthly email and/or newsletter that highlights research insights, group bookings, social media metrics, travel trade insights and other pertinent information to interested parties
 - c. Host partner calls during crisis periods to align communication efforts and strategies
 - d. Implement partnership funding program to increase exposure for NLT events
 - e. Distribute international market information such as: market profiles, trends and state opportunities to industry members
 - f. Host a regional PR summit for stakeholders annually
- 7.8. _____ Create and implement plan to evaluate ad effectiveness, visitor profiles, lodging occupancy data, target market**
- a. Create surveys to distribute during 4 events throughout the year – targeting each season
 - b. Continue utilizing Destimetrics, Arrivalist, AirDNA, Visa Vue and other reporting data to forecast visitor metrics, spend and lodging occupancy data.
 - c. **Provide annual update to the Board of Directors and include an annual presentation to the Placer County Board of Supervisors.**

Reporting Documents and Other Items

- Delivery of semi-annual and annual report to the Board of Directors and Placer County Board of Supervisors showcasing plan implementation and results
- Seasonal campaign re-caps will be provided noting any new or changed items based on ongoing performance evaluation by agencies and staff or opportunities approved by the Board of Directors, Tourism Development Committee and Marketing Coop Committee.

Annual Performance indicators can be amended with Placer County approval based on:

- Travel/Tourism industry best practices
- Prior year research results
- Consumer Marketing best practices
- Shifts when metrics are not achieved or as warranted based on market and/or product changes

4. VISITOR INFORMATION SERVICES (9% budget)

GOAL: Provide comprehensive information to visitors to eastern Placer County, as part of the North Lake Tahoe region, to enhance the visitor experience, reduce visitor impacts, encourage longer stays, return visitation, and increased economic activity.

Tasks:

1. Operate and manage the Tahoe City Visitors Center 7 days a week with the exception of specified holidays.
2. Resume operations of the summer-season Visitor Center at Kings Beach State Recreation Area.
3. Assist in content development and distribution of the bi-annual North Lake Tahoe Official Visitor Guide, Vacation Planner, and other marketing collateral.
4. Educate eastern Placer County lodging properties about the services and benefits provided by Placer County through the contract with NLTRA.
5. Regularly distribute information concerning events, training and business opportunities to lodging operators and local businesses.
6. Survey guests of the Visitor Center to better understand visitor demographics and travel patterns.
7. Increase Visitors Center net revenue by 5% over the prior fiscal year.
8. Ensure proper signage and décor is in place to attract guests to the Visitors Center

Performance Indicators:

1. Provide 364 days of operation (closed Christmas Day) at the Tahoe City Visitors Center.
 - a. Develop three programs to increase visitors served in visitor information centers over FY 2021-2022.
 - b. Increase the number of guests to the Visitors Center
 - c. Increase merchandise sales by 5% over the prior fiscal year.
2. Resume operations of the summer-season (June 27 – September 15) Visitor Center at Kings Beach State Recreation Area.
 - a. Continue days of operations at Kings Beach State Recreation Area summer season (June 27 – September 15) to seven days per week.
3. Assist in development, content and distribution of the bi-annual North Lake Tahoe Official Visitor Guide, Vacation Planner, or other marketing collateral.
 - a. Increase distribution of Visitors Guide, Vacation Planner, or other marketing collateral by including in various gift bags and at events; kiosks within regional airports.
 - b. Maintain information kiosk in the RSCVA (downtown Reno) and a kiosk in the Reno-Tahoe International Airport and Sacramento International Airport.

4. Educate eastern Placer County lodging properties about the services and benefits provided by Placer County through the contract with NLTRA.
 - a. Continue bi-annual training programs in the Visitors Center.
 - b. Update, change, publish and distribute Neighborhood Maps in eastern Placer County, as part of the North Lake Tahoe region.
5. Regularly distribute information concerning events, training and business opportunities to lodging operators and local businesses.
 - a. Conduct training for front line hospitality staff
 - b. Provide a final report on hospitality training which includes number of staff who have completed the training and their feedback on content.
6. Survey guests of the Visitor Center to better understand visitor demographics and travel patterns.
 - a. Conduct customer service survey of guests of the Visitor Centers to evaluate service quality, offerings, and methods for information distribution.
 - b. Complete report on customer survey results; prepare recommendations.
7. Increase net revenue for Visitor Center.
 - a. Evaluate and modify inventory and sales strategies to improve results.
 - b. Identify retail training opportunities Evaluate meeting space revenue possibilities.
8. Ensure proper signage is in place to entice visitation at the Visitors Center
 - a. Enhance Visitors Center with video features to entice customers to stay longer and engage with visitor information.
 - b. Increase international/multi-lingual offerings at the visitor's center.

5.Capital Improvements, Planning, Infrastructure Housing & Transportation (4% budget)

NLTRA will create a Capital Improvements, Planning, Infrastructure and Transportation department in the Fiscal Year 21/22 for the benefit of North Lake Tahoe's Tourism-based economy. The Resort Association shall serve in an advisory capacity to Placer County in identifying the Infrastructure, Capital Improvements and Transportation projects and services that are necessary to enhance the tourism-based economy in North Lake Tahoe.

Capital Improvement, Housing, Transportation, Planning Infrastructure Tasks:

- Work with Placer County to evaluate both CAP Committee and the TOT Committee as required in the multi-year agreement with NLTRA and identify efficiencies to update the Placer County Board resolution in how both committees would move forward to achieve goals and objectives.

- Undertake activities to assist Placer County in implementing the NLT Tourism Master Plan (TMP) and assist Placer County in identifying and implementing the public infrastructure and operational improvements necessary for the benefit of the tourism-based economy in the Placer County portion of the North Lake Tahoe region.
- Collaborate with Placer County Department of Public Works, Placer County Transportation Planning Agency, Tahoe Transportation District, Truckee North Tahoe Transportation Management Agency and the town of Truckee in identifying opportunities for expansion of North Lake Tahoe transit programs and services.
- Regularly monitor and report on the status of projects and programs approved.
- Participate in community planning studies for capital improvement projects and programs that would benefit the tourism-based economy in North Lake Tahoe.
- Provide a recommendation to Placer County on the transportation services that are necessary for the benefit of the tourism-based economy in North Lake Tahoe for FY 21/22 and beyond. The recommendation shall include the objectives for each service program, a recommendation as to the schedule and routes for the various services and a recommendation on allocation of available TOT funding to each service.
- Provide support for the renewal of the sunseting two percent TOT in eastern Placer County that funds both the CAP and TOT Committees.

Research and Planning:

Annually NLTRA engages in Research and Planning activities that provide advance studies, concept or preliminary planning for projects or programs, technical fact-finding or analysis, data collection, public opinion surveys, community workshops, and/or partnership development that lead to the advancement of Capital Investment and Transportation projects, or efforts for further implementation of the adopted NLTRA Tourism Master Plan. Some of these opportunities arise during the fiscal year and would be brought to the NLTRA Board for consideration and approval, including the update and revisions of the Tourism Master Plan in FY21/22.

6.Business Association Contract Management & Oversight (6% budget)

NLTRA will begin funding and managing the North Tahoe Business Association (NTBA) and Tahoe City Downtown Association (TCDA) contracts that facilitate the key objectives in delivering a Main Street program for the Tahoe City and Kings Beach region including economic and community vitality, events, promotions, and marketing. The Main Street program is to support business and economic development in North Lake Tahoe.

Business Association Contract Management Tasks:

- Provide oversight and management of the contract and scope of work with NTBA and TCDA organizations.

- NLTRA will work with NTBA and TCDA in identifying business and operational efficiencies that will benefit all organization's and provide for greater support to the North Lake Tahoe region
- NLTRA will work with both business association management teams in support of membership communication, marketing, and special events

ATTACHMENT A-2
Proposed FY 2021-22 NORTH LAKE TAHOE TOURISM MARKETING BUDGET
July 2021 - March 2022

NLTRA Budget Income	Marketing	Conference	Visitor Info	TOTALS
Placer County TOT Revenue	\$2,188,080	\$ 360,285	\$ 342,770	\$2,891,135
Other revenue			\$ 59,500	\$59,500
Total revenue	\$2,188,080	\$360,285	\$402,270	\$2,950,635

NON PROGRAM EXPENSES

Personnel/Overhead Cap - Direct Costs				\$660,218
G+A Cap - Indirect Costs				\$687,064
SUBTOTAL				\$1,347,282

PROGRAM EXPENSES

Research and Planning	\$0	\$0	\$0	\$0
Marketing Cooperative/Media/BACC	\$880,630	\$69,648	\$9,000	\$959,278
Community Marketing Programs (Grant Funding)	\$70,000			\$70,000
SUBTOTAL	\$950,630	\$69,648	\$9,000	\$1,029,278

SPECIAL EVENTS (See list below)	\$514,975			\$514,975
SUBTOTAL	\$514,975			\$514,975

TOTAL	\$1,465,605	\$69,648	\$9,000	\$2,891,535
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Special Events Breakdown

Autumn Food & Wine	\$0
4th of July Fireworks	\$30,000
Broken Arrow Skyrace	\$25,800
Spartan	\$179,400
Tahoe Lacrosse Tournament	\$8,000
WinterWonderGrass	\$25,400
Enduro	\$80,000
Sponsorships - Other	\$62,800
New Event Development	\$102,075
Event Operational Expense	\$1,500
	\$514,975

\$59,100

FY 2021/22 Jul - Mar 22 Preliminary NLT Marketing

Coop Budget Revenue Sources	
NLTRA / NLT TBID	\$801,630
IVCBVB	\$525,000
TOTAL	\$1,326,630

COOPERATIVE DIRECT EXPENSES

Public Relations/Social Media	\$183,634
Leisure Sales	\$95,306
Conference Sales	\$91,163
Website Content Management	\$42,266
Website Maintenance	\$41,438
Consumer Marketing	\$672,266
	\$1,126,073

COOPERATIVE PROGRAM EXPENSE

Region Cooperative Opportunity	\$41,438
Regional Air Service Committee	\$41,438
DestiMetrics	\$16,575
CRM Subscription	\$4,144
Research	\$16,575
Coop Event Sponsorship	\$20,719
Opportunistic/Content Campaigns	\$29,006
Opportunistic/Events	\$12,431
Fulfillment	\$9,945
Misc	\$8,288
	\$200,558

TOTAL EXPENSES \$1,326,630

NET RESULTS \$0

ATTACHMENT B
July 1, 2021-June 30, 2022
PAYMENT SCHEDULE

Payment to the Resort Association will be made by direct payment and by check. All payments require an invoice to the County Executive Office.

DIRECT PAYMENT

Direct payment will be made for ongoing monthly expenses for the following categories as identified in Attachment C (budget):

- Personnel/Overhead – Direct Costs
- G&A – Indirect Costs
- Direct Marketing Programs

Payment Number	Invoice Received (2)	Payment Due Date	Payment to the Resort Association
1	Prepayment (3)	July 1, 2021	\$525,305
2	Aug. 1, 2021	Aug. 15, 2021	Per invoice
3	Sept. 1, 2021	Sept. 15, 2021	Per invoice
4	Oct. 1, 2021	Oct. 15, 2021	Per invoice
5	Nov. 1, 2021	Nov. 15, 2021	Per invoice
6	Dec. 1, 2021	Dec. 15, 2021	Per invoice
7	Jan. 1, 2022	Jan. 15, 2022	Per invoice
8	Feb. 1, 2022	Feb. 15, 2022	Per invoice
9	Mar. 1, 2022	Mar. 15, 2022	Per invoice
10	April 1, 2022	April. 15, 2022	Per invoice
11	May 1, 2022	May 15, 2022	Per invoice
12	June 1, 2022	June 15, 2022	Per invoice
13	June 15, 2022 (4)	June 30, 2022	Per invoice
TOTAL			Up to \$3,395,286

- (1) Payment schedule is predicated upon receipt of Transient Occupancy Tax funds at the budgeted level.
- (2) An invoice will be provided on the first of each month for the prior month by RESORT ASSOCIATION to the County Executive Office.
- (3) One prepayment will be made on July 1, 2021 to minimize cash flow impacts to RESORT ASSOCIATION with transition to performance based contract. Prepayment is based on projected expenses in July 2021 and half of August 2021. Payment for the 2022 Spartan race is also included.
- (4) An invoice for June 2022 expenses will be provided on June 15, 2022 and paid on June 30, 2022 if approved by the County Executive Office.

- (5) Upon approval of invoice by the County Executive Office, payment to RESORT ASSOCIATION will be made via automatic electronic deposit.

OTHER PAYMENT

Payment for other expenses in the following categories will be made by check after approval by the County Executive Office:

- Research and Planning
- Special Event Funding
- Community Marketing Fund

Invoices for these categories will be provided to the County Executive Office as expense is incurred by RESORT ASSOCIATION.

Payment will be sent to the following address:

North Lake Tahoe Resort Association
P.O. Box 5459
Tahoe City, CA 96145

North Lake Tahoe Resort Association
July 2021 - June 2022 NLTRA Proposed Budget
ATTACHMENT C

TOURISM and VISITOR INFORMATION	Original	Proposed		TOURISM MASTER PLAN IMPLEMENTATION	Original	Proposed		TOTAL CONTRACT	Original	Proposed
	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022			7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022			7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022
<u>RESORT ASSOCIATION CONTRACT:</u>				<u>RESORT ASSOCIATION CONTRACT:</u>				<u>RESORT ASSOCIATION CONTRACT:</u>		
Personnel/Overhead Cap - Direct Costs	\$ 796,493	\$ 660,218		Personnel/Overhead Cap - Direct Costs	\$ 55,029	\$ 94,608		Personnel/Overhead Cap - Direct Costs	\$ 851,522	\$ 851,939
G+A Cap - Indirect Costs	\$ 1,031,965	\$ 687,064		G+A Cap - Indirect Costs	\$ 163,390	\$ 46,629		G+A Cap - Indirect Costs	\$ 1,195,355	\$ 799,494
Research and Planning	\$ 40,000	\$ -						Research and Planning	\$ 40,000	\$ -
Direct Marketing/Programs/BACC	\$ 1,312,000	\$ 959,278						Direct Marketing/Programs	\$ 1,312,000	\$ 959,278
Special Event Funding	\$ 565,000	\$ 514,575						Special Event Funding	\$ 565,000	\$ 514,575
Community Marketing Fund	\$ 80,000	\$ 70,000						Community Marketing Fund	\$ 80,000	\$ 70,000
TOTAL - RESORT ASSOC CONTRACT	\$ 3,825,458	\$ 2,891,135			\$ 218,419	\$ 141,237		TOTAL - RESORT ASSOC CONTRACT	\$ 4,043,877	\$ 3,195,286

[illegible]

ATTACHMENT E- PROGRESS AND PERFORMANCE REPORTING SCHEDULE

FREQUENCY	REPORT/ PRESENTATION	DESCRIPTION	DUE DATE
Monthly	Key Impact Metrics Report	Reporting of key data for prior month	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Monthly	Account Transaction Detail Report	Reporting of prior month contract expenses	Two business days following the regularly scheduled monthly Resort Association Finance Committee meeting, or the last day of each month, whichever is earlier.
Monthly	Monthly Financial Statements	Including contract Budget to Actual Schedule; expenditure reports, Marketing Cooperative expense report (direct and program) and Budget to Actual tied to Attachment C	48 hours prior to Finance Committee meeting time
Quarterly	Quarterly Financial Statements from the Marketing Cooperative	To include direct and program expenses	October 202 10 ²⁴ , January 202 24 ²⁴ , April 202 24 ²⁴ , June 202 24 ²⁴
Semi-Annual	Seasonal Marketing and Promotion Expenditure Report	To include Marketing Cooperative expenses (direct and program)	Spring/Summer –Nov 15; Fall/Winter – May 15
Annual	Presentation to the Board of Supervisors on <u>program outcomes including update on North Lake Tahoe Tourism Business Improvement District status Marketing Outcomes and Plan for Upcoming Year</u>	Presentation at BOS meeting	April 202 24 ²⁴
Semi-Annual	Progress report measuring Key Performance Indicators as identified in the Scope of Work, Attachment A.	The progress should follow the format and outline provided in Attachment A.	December – 202 10 ²⁴

Annual	Year-End Organizational Performance Report (collect data through six-month period)	All performance indicators in Scope of Work; Conference Sales and Equity Analysis; Special Event Grant Program ROI Analysis	45 days after end of FY 202 1-220-21
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AGREEMENT FOR SERVICES

This Agreement, dated [REDACTED], 2021, is by and between the County of Placer, hereinafter referred to as the "County," and the North Lake Tahoe Resort Association, Inc., hereinafter referred to as "Contractor," collectively referred to as the "Parties."

RECITALS

A. On March 9, 2021, the Board of Supervisors adopted Resolution number [REDACTED], hereinafter the "Resolution," creating the North Lake Tahoe Tourism & Business Improvement District, hereinafter "NLTTBID," in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., hereinafter the "1994 Law."

B. Contractor was designated in the Resolution and NLTTBID Management District Plan as the Owners' Association in accordance with Streets and Highways Code section 36612, and the entity responsible for managing the operations of the NLTTBID.

C. Streets and Highways Code section 36651 requires the County contract with the Owners' Association for provision of NLTTBID services.

D. Each Party is willing to provide services to the other Party on the terms and conditions set forth in this Agreement, and in accordance with the NLTTBID Management District Plan.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Engagement. County hereby retains Contractor to provide the services described in Exhibit A, and Contractor accepts such engagement.
2. Payment. County shall forward to Contractor all NLTTBID assessment funds collected within thirty (30) days of collection, less any County administrative fees as authorized in the NLTTBID Management District Plan.
3. Term. The term of this Agreement shall begin on the last date signed by all Parties, and end five (5) years from its start date, or, if the NLTTBID is disestablished before the five (5) year term limit, the effective date of NLTTBID disestablishment.
4. Termination/Disestablishment. The County has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor upon adoption of a resolution disestablishing the NLTTBID pursuant to the 1994 Law. Per the 1994 Law, such a resolution may only be adopted if (1) the County Board of Supervisors finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district and a noticed hearing on disestablishment is held, or (2) in the thirty-day period following the anniversary of the NLTTBID's formation, business owners

paying fifty percent (50%) or more of the assessment file a written protest with the County and a hearing on disestablishment is held. Any retention of NLTBID revenues by Contractor shall comply with the 1994 Law.

5. Indemnification.

A. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

B. To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify Contractor, its Board of Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of County, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor may participate in the defense of any such claim without relieving County of any obligation hereunder.

6. Insurance. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude County from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

A. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and Contractor further assures that it will comply with such provisions before commencing the performance of work under this Agreement. Contractor shall furnish to County certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and Contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of Contractor's and subcontractors' employees. Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense. Neither Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

B. Contractor shall furnish to County certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

(1) Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.

(2) Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

7. Independent Contractor. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an Independent Contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and the County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

A. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state Workers' Compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

D. Contractor agrees to perform its work and functions at all times in strict accordance with all applicable federal, state, county and County laws, resolutions, regulations, titles, departmental procedures and currently approved methods and practices in the field; and that the sole interest of County is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with standards required by the County.

E. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two (2) week's written notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

8. Conformity with Law.

A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, resolutions, codes and regulations of governmental agencies, including

federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.

9. Taxes. Payment of all applicable federal, state and local taxes shall be Contractor's sole responsibility.

10. Ownership of Documents.

A. All copyright and other use rights in any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies), respecting in any way the subject matter of this Agreement, shall remain the property of the Contractor as instruments of service. However, Contractor understands and agrees County shall have free access to all such copyright and other use rights materials with the right to make and retain copies of all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies).

B. The County's rights under this Section shall not extend to any computer software used to create such Documents and Materials.

C. Contractor shall maintain all documents and records in accordance with the California Public Records Act, Government Code section 6250 et seq.

11. Conflicts of Interest. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with performance of services required under this Agreement.

12. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

C. Overnight Delivery: When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

D. Electronic Mail: When the recipient, by an email sent to the email address for the sender stated in this section, acknowledges having received that email, with an automatic "read receipt" constituting acknowledgment of an email for purposes of this section.

E. Addresses for purpose of giving notice are as follows:

<p>To County:</p> <p>County Executive Office 175 Fulweiler Avenue Auburn, CA 95603</p> <p>Email Address: </p>	<p>To Contractor:</p> <p>North Lake Tahoe Resort Association Jeffery Hentz 100 North Lake Blvd, 2nd Floor Tahoe City, CA 96145</p> <p>Email Address: jeff@gotahoenorth.com</p>
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- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.
- F. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.
13. Use of County Property. Contractor shall not use County property, including equipment, instruments and supplies, or personnel for any purpose other than in the performance of its obligations under this Agreement.
14. Equal Employment Opportunity Practices Provisions. Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
15. Compliance with Licensing Requirements. Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, and file copies of same with the County.
16. Audits and Records Access.
- A. Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement of NLTTBID assessment funds, and shall furnish to the County, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or

information as the County may require with regard to any such expenditure or disbursement charged by Contractor.

B. Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. Contractor shall comply with the California Public Records Act.

C. Contractor shall not be required to conduct an annual audit. However, if the County has a reasonable basis to believe that expenditures have not been consistent with the NLTTBID Management District Plan, the 1994 Law, or any other applicable laws, the County may request an audit of expenditures for the period in question.

17. Documents and Materials. Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, defined as any and all documents, contracts, subcontracts, receipts, invoices, plans, and other paper or electronic writings and other materials used for the provision of services under this Agreement.

18. Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. Choice of Law. This Agreement, and any dispute arising from the relationship between the Parties hereto, shall be governed by the laws of the State of California. Any litigation arising out of or in connection to this Agreement shall be venued in the County of Placer.

20. Advertising or Publicity. Contractor shall not use, reproduce or copy the seal of the County and shall not represent the County in an official capacity as spokesperson or officer or agent or use the name County of Placer, or the names of the County's officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the County in each instance unless set forth in this Agreement. Nothing in this section prohibits Contractor from using the name North Lake Tahoe Tourism & Business Improvement District or County of Placer for regional identification for promotion and marketing of the NLTTBID.

21. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both Parties.

22. Modification of Agreement. This Agreement may be supplemented, amended or modified only by mutual agreement of the Parties; however, this Agreement shall be subject to any amendments to the NLTTBID Management District Plan adopted by the Board of Supervisors pursuant to the 1994 Law. No

supplement, amendment or modification of this Agreement, except for a duly adopted amendment to the NLTTBID Management District Plan, shall be binding unless it is in writing and signed by authorized representatives of both Parties.

23. Assurance of Performance. If at any time the County has good objective cause to believe Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

24. Subcontracting/Assignment. Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

B. Contractor may use subcontractors to provide any portions of the service identified in Exhibit A without prior written consent of the County.

C. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

25. Survival. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation obligations regarding indemnification, ownership of documents, and conflict of interest, shall survive termination or expiration for two (2) years.

26. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS THEREOF, the Parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

County of Placer

North Lake Tahoe Resort Association, Inc.

By _____

By _____

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

Scope of Services

Contractor shall provide the following services:

1. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
2. Contractor will provide projects, programs and activities that benefit businesses within the NLTTBID in accordance with the NLTTBID Management District Plan attached hereto and any subsequent amendments thereto.
3. Contractor shall perform responsibilities under the Property and Business Improvement District Law of 1994 (the "Law") including but not limited to:
 - a. Preparation of the Annual Report required by the Law, which shall include:
 1. Any recommended changes to boundaries;
 2. The improvements and activities to be provided for that fiscal year;
 3. An estimate of cost for providing the improvements and activities;
 4. The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his/her business for that fiscal year;
 5. The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
 6. The amount of any contributions to be made from sources other than assessments.
 - b. Delivering the Annual Report at least thirty (30) days preceding the fiscal year for which assessments are to be levied and collected to pay the costs of the improvements.
4. Contractor shall develop and maintain financial records related to receipt and/or expenditure of all funds received from County.



north lake tahoe

Chamber | CVB | Resort Association

MEMORANDUM

Date: May 28, 2021

TO: NLTRA Board of Directors

FROM: Jeff Hentz, CEO

RE: Recommendation for Unspent NLTRA funding from FY2019-20 to be added to FY2019-20 Transient Occupancy Tax Fund Balance

Action Requested

Requesting Board of Directors' approval of a recommendation to direct remaining unspent NLTRA funding in the amount of \$284,939.38 from FY2019-20 to be added to the FY2019-20 Transient Occupancy Tax Fund Balance.

Background

The NLTRA had a total of \$384,939.38 in unspent funds from FY2019-20 due back to the County of Placer. Of those monies, \$100,000 was directed by the NLTRA board to provide additional grants to support COVID-19 relief efforts of the NTBA and TCDA. NLTRA staff recommends the NLTRA board to direct the remaining \$284,909.38 to go towards housing and transportation projects funded out of the FY2019-20 Transient Occupancy Tax Fund Balance.

Fiscal Impact:

No direct fiscal impact to the NLTRA. These funds would increase the TOT Fund Balance to go towards Housing and Transportation in the amount of \$384,939.38,.

Attachments:

None



MEMORANDUM
COUNTY EXECUTIVE OFFICE
ADMINISTRATION
County of Placer

TO: North Lake Tahoe Resort Association Board of Directors

DATE: June 8, 2021

FROM: Erin Casey

SUBJECT: Additional "Tourism Mitigating" Projects and/or Services to be funded with FY 2019-20 Transient Occupancy Tax Fund Balance as a Result of TBID Formation

Background

In January 2020, the Placer County Board of Supervisors approved an agreement (Agreement) with the NLTRA for a five-year period which outlines the county's commitment to investing Transient Occupancy Tax (TOT) revenues, no longer needed to fund the NLTRA contract because of TBID formation, in eastern Placer County. The Agreement also describes the NLTRA's new role in advising the Placer County Board of Supervisors on the allocation of these "freed-up" TOT funds to housing and transportation programs and projects.

That advisory role also applies to FY 2019-20 TOT fund balance in the amount of \$2.1 million as detailed in the Agreement. This memo outlines proposed transportation and other tourism mitigating projects and services that could be funded with the FY 2019-20 TOT fund balance and implemented immediately in 2021. While this proposal focuses on existing TOT fund balance and not "freed-up" TOT, the formation of the TBID impacts how these funds might be used. Should your Board vote to recommend the allocation of these funds to projects described below, county staff will present the recommendation as part of the Resort Association contract renewal on June 22, 2021.

In 2020, your Board took action to recommend the allocation of \$250,000 of FY 2019-20 TOT fund balance to the Workforce Housing Preservation Program. This recommendation was approved by the Placer County Board of Supervisors on February 9, 2021. On March 3, 2021, your Board took action and recommended \$1,105,000 for tourism mitigating projects and services. The Board of Supervisors approved the allocation of funds to those projects consistent with your Board's recommendation. Therefore, total available funds from this funding source are \$745,000. The total requested amount for these potential tourism mitigating projects and services is \$715,000.

Proposed Tourism Mitigating Projects/Services 2.0

Winter Microtransit Service in North Lake Tahoe (Includes expanded service to Olympic Valley and Alpine Meadows) – \$500,000

On-demand shuttle service has been identified as a priority in the Tourism Master Plan and the Resort Triangle Transportation Plan. On-demand microtransit service is currently provided in Olympic Valley and Alpine Meadows by the Downtowner. County staff has met with Downtowner owners and staff to discuss expanding the current microtransit program to the Placer County portion of the Lake Tahoe Basin in the winter months and expanding the pilot to Olympic Valley and Northstar in addition to the Tahoe Basin.

Temporary Signal at Grove Street and SR 28 - \$150,000

In 2020, county staff hired a third-party consultant develop a design for a temporary signal at the Grove Street and SR 28 intersection. Staff has also worked with Caltrans to obtain the necessary permits and approvals for the signal. On March 2, 2021, your board recommended \$150,000 in TOT be allocated to the project however, bids came in higher than estimated. Therefore, the county is requesting an additional \$100,000 to support this project,

By installing a temporary signal, county staff can monitor traffic flow conditions to determine whether a permanent signal could work. In addition, if funding for this is approved, crossing guards at Grove Street would not be needed. DPW staff will be available to answer questions on this proposal during the NLTRA's June 9, 2021 board meeting.

Restrooms on Donner Summit - \$15,000

County staff has worked with the USFS and Nevada County to address trash issues on and around Donner Summit. There are several attractions on Donner Summit but limited public restrooms and parking. To address this issue, the county is requesting up to \$15,000 to place portable restrooms at popular trailheads. The total funds requested may not be needed if the USFS and Nevada County contribute funds to address this issue. County staff will continue to work with the USFS and Nevada County to determine where the restrooms should be placed and if additional funds are available to support this effort.

Westshore Pedestrian Improvements - \$50,000

County staff is working in partnership with the Tahoe City PUD to improve pedestrian crossings along the Westshore. Project costs have exceeded the budgeted amount so county staff is seeking additional funding to cover those costs to ensure the project is completed. Details will be provided by DPW staff during the Resort Association board meeting.