

Board of Directors:

Chair: Deirdra Walsh, Northstar California, **Vice Chair:** Sue Rae Irelan, Placer County Appointee
Treasurer: Dan Tester, Squaw Valley Business Assoc. | **Secretary:** Ray Villaman, Northstar Business Assoc.
Past Chair: Samir Tuma, Tahoe City Lodge
Mike DeGroff, Palisades Tahoe | **Kevin Mitchell**, Homewood Mountain Resort
David Lockard, Resort at Squaw Creek | **Colin Perry**, Ritz-Carlton, Lake Tahoe
Jill Schott, Tahoe Moon Properties | **Stephanie Hoffman**, Tahoe Luxury Properties
Jim Phelan, Tahoe City Marina | **Tom Turner**, Tahoe Restaurant Collection
Dave Wilderotter, Tahoe Dave's | **Melissa Siig**, TCDA | **Alyssa Reilly**, NTBA
Advisory members: **Stephanie Holloway**, Placer County Executive Office | **Jeff Cowen**, TRPA

Instruction for Public Participation:

Members of the public may attend the Zoom teleconference by telephone, computer or mobile device or in-person. To participate via Zoom, join the meeting from the link:

<https://us02web.zoom.us/j/85783753732?pwd=T1ZXVVVuM1EwV2RWUDhzaG9HRHBiZz09> as authorized by AB 361.

- 3:00 p.m.** 1. Call to Order – Establish Quorum
2. Approval of Resolution 2022.07
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE NORTH LAKE TAHOE RESORT ASSOCIATION FOR THE PERIOD JULY 7, 2022 TO AUGUST 7, 2022 PURSUANT TO BROWN ACT PROVISIONS. **[ACTION]**
- 3:00 p.m.** 3. 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.
- 3:05 p.m.** 4. Agenda Amendments and Approval **[ACTION]**
- 3:10 p.m.** 5. Review and approval of Robert Half Placement Services **[ACTION]**
- 3:30 p.m.** 6. Adjournment

Posted online at nltra.org

RESOLUTION NO. 2022.07

A RESOLUTION OF THE NLTRA BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE NORTH LAKE TAHOE RESORT ASSOCIATION FOR THE PERIOD JULY 7, 2022 TO AUGUST 7, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the North Lake Tahoe Resort Association ("NLTRA") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the NLTRA's legislative bodies organized and meeting for purposes of the North Lake Tahoe Tourism & Business Improvement District ("NLTTBID") are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 - 54963), so that any member of the public may attend, participate, and watch the NLTRA's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the NLTRA's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the NLTRA, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and

WHEREAS, the Board of Directors does hereby find that the increase in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the NLTRA that are likely to be beyond the control of services, personnel, equipment, and facilities of the NLTRA, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of North Lake Tahoe Resort Association organized and meeting for purposes of the NLTTBID shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the NLTRA enacted virtual meeting protocols on April 01, 2020, which include options for public participation.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the NLTRA, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the NLTRA that are likely to be beyond the control of services, personnel, equipment, and facilities of the NLTRA.
3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The General Manager and Board of Directors of the North Lake Tahoe Resort Association are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 5, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Tahoe City Public Utility NLTRA may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the North Lake Tahoe Resort Association Tahoe this 6th day of October 2021 by the following vote:

NORTH LAKE TAHOE RESORT ASSOCIATION

BY:

ATTEST:

Sue Rae Irelan, Vice President

Dan Tester, NLTRA Treasurer



north lake tahoe

Chamber | CVB | Resort Association

MEMORANDUM

Date: July 5, 2022

TO: NLTRA BOD

FROM: Tony Karwowski, CEO/President

RE: Robert Half Placement Services

Action Requested

Requesting the NLTRA BOD approve the TBID Advisory Committee recommendation for placement service expenses related to the position of Finance Director in the amount of 25% of hired candidate's salary.

Background

The NLTRA opened the position of Finance Director two months ago and has not yet received a viable candidate for final round interviews. Our hiring consultant has recommended utilizing the services of Robert Half, a finance specific placement firm. Terms of the agreement are 25% of hired candidates starting salary.

Fiscal Impact:

Current salary range for Director of Finance is \$106,000 to \$132,000. It is uncertain if hired candidate will fall in the current salary range.

Attachments:

Robert Half Engagement letter and fee schedule



June 22, 2022

Personal & Confidential
Laura Moriarty
North Lake Tahoe Resort Assoc.
100 North Lake Blvd.
Tahoe City, CA 96145-1757

Dear Laura,

Thank you for selecting Robert Half to meet your permanent placement needs. We look forward to working with you in your search for a Director of Finance.

Based on our conversation, if Robert Half refers a successful candidate for the position(s) noted above, the terms of this letter shall apply. We agree to a fee of 25% of the hired candidate's annual starting salary.

For any candidate we refer for this position(s), this letter and all additional terms in the enclosed Fee Schedule & Guarantee will represent the terms of our agreement. **In the event of any conflicting terms between this letter and the Fee Schedule & Guarantee, this letter will govern.** This letter agreement is only applicable to, and the only Robert Half International Inc. practice group and branch obligated under this letter agreement is, the finance & accounting practice group of the branch located at 4755 Caughlin Parkway, Reno, NV 89519. We will send you a letter of confirmation regarding this agreement when a candidate has been selected.

We appreciate your business and look forward to working with you to locate a candidate who will be a valuable addition to your company. In the meantime, please do not hesitate to contact me if you have questions or if I can be of additional service.

Sincerely,

A handwritten signature in black ink that reads 'Adam Wood'.

Adam Wood
Recruiting Manager



FEE SCHEDULE & GUARANTEE

Thank you for your confidence in *Robert Half*!

Our fees, payable by you, the employer, are contingent on the hiring of a candidate referred by one of our offices. Our standard fee is 35% of the hired candidate's annual salary. However, as discussed and agreed upon for this placement only to further promote our partnership with you, we agree to a reduced fee of 25% of the hired candidate's annual starting salary.

All fees are earned at the time the candidate accepts the position and the fees will be invoiced no more than ten (10) calendar days before the scheduled starting day of employment. Invoices are payable fifteen (15) calendar days from the invoice date. Applicable sales and service taxes will be added to the above amounts.

We reserve the right to include as annual salary any expected bonus, commission or guaranteed increase in salary which is part of the initial employment offer.

ROBERT HALF GUARANTEE

If the full fee is paid within fifteen (15) calendar days from the invoice date, a ninety (90) calendar day pro rata guarantee will be in effect. Otherwise, a thirty (30) calendar day pro rata guarantee will be in effect. In either case, if the employee's employment terminates for any reason other than reorganization, elimination of position, takeover or material change in job responsibility within the applicable guarantee period, we will refund a pro rata portion of the full fee actually paid to us for such candidate or issue a pro rata credit for such amount in the event we provide a replacement. The refund or credit will be equal to 1/90th or 1/30th of the full fee actually paid to us for such candidate, as applicable, multiplied by the number of calendar days remaining in the guarantee period as of the last day of employment.

REFERRALS

The fee applies to candidates referred by us for a specified or an alternate position, and employed by you (or an affiliate or any other entity as a result of subsequent referrals by you), either as an employee, consultant or independent contractor, within twelve (12) months from the date of our last referral of a candidate. Please notify us immediately if you require Robert Half to perform background checks or other placement screenings of the final candidate selected for employment. We will conduct such checks or screenings only if they are described in a signed, written amendment to this Fee Schedule & Guarantee.

NO CONTRARY AGREEMENTS

This Fee Schedule & Guarantee and the attached cover letter contain the complete and final agreement on the topics discussed herein and supersede any prior agreements or understandings on these topics. If there is a conflict between this Fee Schedule & Guarantee and the attached cover letter, the attached cover letter will prevail over a conflicting term in this Fee Schedule & Guarantee. Our employees do not have the authority either to verbally modify this Fee Schedule & Guarantee or to assume additional responsibilities (except as set forth in the attached cover letter) other than those set forth in this Fee Schedule & Guarantee.

All referrals are made in confidence. Acceptance of our candidate referrals constitutes acceptance of the terms of this fee schedule.