

CONTRACT #: _____

MEMORANDUM OF UNDERSTANDING FOR TRANSIENT OCCUPANCY TAX ADVISEMENT AND AN ECONOMIC HEALTH ROADMAP

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into 21 20 20 26, by and between the County of Placer, hereinafter referred to as "County", and the North Lake Tahoe Resort Association, Inc., a California Non-Profit Public Benefit Corporation ("NLTRA"), doing business as the North Tahoe Community Alliance ("NTCA" or "Contractor"), hereinafter referred to as "NTCA", individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, on March 26, 1996, Placer County voters approved an increase in the rate of Transient Occupancy Tax ("TOT") from eight percent to ten percent for that portion of the County of Placer legally described as the "North Lake Tahoe Transient Occupancy Tax Area". The two percent additional TOT was reauthorized for two additional ten-year terms in 2002, and 2012. On June 7, 2022, voters reauthorized through the adoption of Measure A the additional two percent for a total of ten percent TOT a third time, effective October 1, 2022, and in place until ended by voters; and

WHEREAS, on January 23, 2018, the County Board of Supervisors ("County Board") formed the Capital Projects Advisory Committee, including a resolution of establishment, to recommend allocation of the two percent TOT funds to capital projects consistent with the Tourism Master Plan ("TMP"). A new resolution for the establishment of Capital Projects Advisory ("CAP") Committee was approved by the County Board on September 27, 2022, which expanded the scope of capital project advisement to include the June 2022 Measure A Ballot Language, most notably housing projects and program needs; and

WHEREAS, on March 9, 2021, the County, with the assistance of the NTCA, formed the North Lake Tahoe Tourism & Business Improvement District ("NLTTBID", or "TBID"), effective July 1, 2021, which assesses all lodging, restaurant, retail and activities and attractions businesses located with the designed boundaries of the TBID for an initial term of 5 years. This action allowed TOT funds which were historically allocated for destination marketing services provided by NTCA, to be available for other regional priorities. During the term of the NLTTBID, the County and NTCA wish to ensure a similar percentage of the TOT proceeds continue to be allocated to transportation and workforce housing projects and programs in eastern Placer County; and

WHEREAS, on October 23, 2017 the Placer County Board of Supervisors adopted Resolution No. 2017-196 stating that 100 percent of Transient Occupancy Tax Funds collected in the North Lake Tahoe Collection Area shall be allocated to benefit eastern Placer County, and

WHEREAS, the NLTTBID had an initial five (5) year term; and

WHEREAS, a 5-year agreement was executed between the County and NTCA in September 2021 ("Original Agreement"), including establishment of a TOT Committee to advise the County Board on expenditures of housing and transportation focused funds, identified as "freed up TOT". The purpose of the TOT Committee is to focus on identifying workforce housing and transportation programs and projects in the eastern portion of the County. Said programs and projects shall be

consistent with policies and programs contained in the Placer County Housing Element, the Placer County Housing Work and Action Plan(s), the TART Systems Plan, the Tourism Master Plan, Transportation Demand Management, PCTPA Regional Transportation Plan, TRPA Regional Transportation Plan, TRPA Active Transportation Plan and the Placer County Resort Triangle Transportation Plan, NLTTBID Renewal; and

WHEREAS, on July 13, 2023 the County and NTCA amended and restated the Original Agreement to better align the administration and oversight of the TOT and CAP Committees under the NTCA, creating efficiencies and facilitating a long range and comprehensive community feedback for the needs within the North Lake Tahoe area into the future; and

WHEREAS, both the County and NTCA recognize the importance of continued funding of workforce housing and transportation projects and programs in eastern Placer County; and

WHEREAS, both the County and NTCA have a collective interest for the future of North Lake Tahoe which includes support for sustainable tourism initiatives; directly linking environmental stewardship with economic benefits in support of local communities where local people actively participate in managing and benefiting from tourism activities. This approach ensures that tourism revenue is reinvested in economic stability, environmental stewardship efforts and community development; and

WHEREAS, both the County and NTCA now seek to establish a new agreement for ongoing convening of community members and stakeholders in eastern Placer County to advise the County Board on priority projects and potential allocation of available Transient Occupancy Fund collected in eastern Placer County for capital infrastructure projects and housing/transportation programs consistent with County Board approved policies and approved agreement terms below; and

WHEREAS, both the County and NTCA acknowledge that the value of a partnership between local government, community members, and businesses is a balanced model for success. Each sector has a unique and important role to play and brings important tools and perspectives which when aligned and working together are a powerful framework for most challenges; and

WHEREAS, both the County and NTCA have historically collaborated on an economic roadmap for the North Lake Tahoe region of Placer County through development and adoption of the Tourism Master Plan. This plan has served as a guiding document for economic investments of TOT funds generated in eastern Placer County for decades. The current plan was adopted on October 20, 2015. At this juncture in partnership, with the request to adopt a Resolution of Formation for the renewal of the NLTTBID and corresponding TOT agreement. County and NTCA staff agree to develop an updated roadmap for economic health, community vitality and catalyst projects replacing the Tourism Master Plan; to be named the Economic Health and Catalyst Initiatives.

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

1. **TERM.** The term of this MOU shall be from July 1, 2026 until June 30, 2036. ("Term"), 10 years.
2. **TERM EXTENSION.** If the NLTTBID is renewed for another period beyond June 30, 2036, the Parties may consider but are not obligated to extend the Term of the MOU ("Term Extension"). If the NLTTBID is renewed for another period beyond June 30, 2036, the Parties agree to meet within one (1) year of the approval date of such extension to discuss the potential extension of this

MOU.

3. TRANSIENT OCCUPANCY TAX INVESTMENT STRUCTURE.

- 3.1 **ECONOMIC HEALTH AND CATALYST INITIATIVES.** County and NTCA will work collaboratively to develop a comprehensive roadmap for economic stability and growth in the North Lake Tahoe region. This effort will incorporate catalyst projects and services as well as innovative support for existing business. The roadmap will replace the current Tourism Master Plan and will highlight key community priorities and strategies supporting long term vitality such as housing and transportation. The roadmap will also incorporate community led place making strategies and identities for Town Centers, and opportunities for environmentally based science and education and regional stewardship goals. Both the County Board and NTCA Board of Directors will approve of the final roadmap. This collective approval will serve as a joint framework for unified support for economic opportunities and funding priorities.
- 3.2 **PLACER COUNTY BOARD OF SUPERVISORS.** The County Board has the authority to approve TOT funds for projects, programs and services within eastern Placer County. The County Board will receive a report from the County Executive Office which includes proceedings of NTCA Board of Directors and TOT Committee via the TOT-TBID Dollars at Work Program as well as County staff recommendation(s) for funding consideration.
- 3.3 **NTCA BOARD OF DIRECTORS.** The NTCA Board of Directors will be responsible for approving and modifying the TOT-TBID Dollars at Work annual Work Program. NTCA staff shall develop an annual TOT-TBID Dollars at Work Program which outlines the work to be performed by NTCA staff in alignment with this MOU. NTCA staff shall work with the County Executive Office to review and provide feedback prior to finalization. The NTCA Board of Directors will provide leadership and guidance to the TOT Committee on annual funding available, and areas of specific priority focus. The NTCA Board of Directors' guidance will align with the County Board and/or Tahoe Regional Planning Agency approved policies and documents and priorities as agreed to in item 3.1 above. Special consideration will be given to priorities identified in the comprehensive roadmap, as outlined above, in providing guidance.
- 3.4 **HOUSING/TRANSPORTATION.** Commencing in the fiscal year 2026-27 and continuing each fiscal year during the Term of this MOU, and subject to annual budgetary appropriations actions of the County Board, the County agrees to segregate twenty-one percent (21%) of TOT proceeds generated in the North Lake Tahoe TOT Collection Area of Placer County on an annual fiscal year basis and retain the same in a separate County account for potential expenditure on workforce housing and transportation programs and projects in the eastern portion of the County ("HT Funding") as recommended through the TOT/TBID Dollars at Work Program and in alignment with the Economic Health and Catalyst Initiatives roadmap.
- 3.5 **LOCAL CRITICAL QUALITY OF LIFE SERVICES.** On June 7, 2022, voters reauthorized an additional two percent for a total of 10 percent North Tahoe Transient Occupancy Tax a third time, effective October 1, 2022, and in place until ended by voters. The County agrees, subject to annual budgetary appropriations actions of the County Board, to segregate said two percent, which is the equivalent of twenty percent (20%) of total TOT proceeds generated in the North Lake Tahoe TOT Collection Area of Placer County, on an annual fiscal year basis and retain the same in a separate County account for expenditure on potential quality of life service needs in the eastern portion of the County ("Critical Services (CS) Funding") associated with goals outlined in

the Measure A ballot language as recommended through the TOT/TBID Dollars at Work Program and in alignment with the Economic Health and Catalyst Initiatives roadmap.

4. COMMUNITY CONVENINGS AND ADVISORY ROLE.

- 4.1 TOT COMMITTEE. For the term of the NLTBID and/or this MOU, the NTCA agrees to form and convene a committee made up of community members to make recommendations to the NTCA Board of Directors, who will review and recommend to the County Board of Supervisors for potential allocation of TOT in eastern Placer County. The NTCA Board of Directors will be responsible for the appointment and oversight of TOT Committee members. NTCA shall manage said committee. Within thirty (30) days of the effective date of this MOU, NCTA shall notify the County in writing of the TOT Committee members. NTCA shall notify the County in writing within thirty (30) days of any change in TOT Committee and subsequent changes in membership. NTCA shall ensure that all TOT Committee meetings are open to the public and publicly noticed by posting on the NTCA website and by posted notice at NTCA's notice address herein at least seventy-two (72) hours before regular meetings and twenty-four (24) hours before special meetings. Website and physical postings shall include the meeting agenda and supporting materials. A copy of each meeting agenda and supporting materials shall be provided to the County at the County email notice address herein at least seventy-two (72) hours before meetings and twenty-four (24) hours before special meetings. Supporting materials that become available after agenda posting shall be promptly provided to the County by email and distributed in the same manner as would be required for such materials under the Ralph M. Brown Act (California Government Code Section 54950 et seq). NTCA staff remain responsible for providing education and direction to Committee members where possible conflicts of interest may arise.
- 4.2 COMMITTEE MEMBERSHIP. The TOT Committee shall include representation and seek appointments from transportation and workforce housing experts and professionals as well as community advocates without personal or professional interest and investment in financial opportunities. The NTCA will be responsible for determining the appropriate balance of membership to meet the intent of the County Board's desire to support the County's set policies and priorities. At least one County staff member appointed by the County Executive Officer shall serve as an advisory member of the TOT Committee and support the work of the Committee. Additional advisory seats from other local agencies may include Public Utility/Service Districts, Airport District, and Tahoe Regional Planning Agency. Committee members are required to annually review, acknowledge, and abide by conflict of interest and recusal policies and role expectations set by NTCA. Enforcement and expulsion associated with violations shall be in accordance with NTCA bylaws.
- 4.3 TOT COMMITTEE SCOPE. The TOT Committee will focus on identifying workforce housing and transportation programs and projects in the eastern portion of the County. Said programs and projects shall be aligned with priorities identified in the economic health and catalyst initiatives roadmap and be consistent with policies and programs contained in the Housing Element, the Placer County Housing Work Plan, the TART Systems Plan, Transportation Demand Management, the Placer County Transportation Planning Agency's Regional Transportation Plan and the Tahoe Regional Planning Agency's Regional Transportation Plan, the Tourism Master Plan (or as replaced with the roadmap), and additional County Board and/or Tahoe Regional Planning Agency's Governing Board approved plans during the term of this MOU. Additionally, the TOT Committee will focus on implementing the goals of the Measure A ballot language in compliance with the Transient Occupancy Tax Investment Policy and to identify innovative projects in the eastern portion of the County. By-laws or similar organizational parameters will be

established to assist the TOT Committee in reviewing such programs and projects, rating the same and providing a process to recommend the same to the Board.

- 4.4 TOT-TBID DOLLARS AT WORK PROGRAM. The NTCA shall refine the current work program to support the priorities identified in the jointly adopted economic health and catalyst initiatives roadmap. The annual work program shall evaluate projects and programs identified in the roadmap document for County implementation as put forward by the County CEO office, or delegated County Department(s). The annual work program shall also evaluate projects and programs as priorities in the roadmap by non-county implementers for the purpose of potential funding including all priority projects and programs in one grant process. The annual work program will be implemented after the completion of the referenced roadmap document above and will take place in the spring of each calendar year to ensure County TOT recommended projects and programs are outlined and considered at the time of annual budget adoption by the County Board of Supervisors. It is recognized there may be a funding cycle transition year to accommodate for development and integration of the roadmap reference document and spring grant cycle timeline.

The work program should include a variety of elements for grant opportunities; including but not limited to core elements identified below:

- 4.4.1 **ONGOING FUNDING**: longer term (3-5 year) funding needs for local housing and transportation programs which have been proven to be effective and supported through initial pilot program and/or County Board action; including but not limited to TART Connect (aka micro transit), regional Vanpool, Park and Ride, Workforce Housing Preservation Program (“WHPP”), Lease to Locals rental incentives and rental assistance programs. This element shall be focused on long term funding for ongoing services and should be utilized in limited circumstances to support capital projects. Reporting for programs within this element of the work program shall be required to report on a bi-annual basis and projects shall provide an annual status update to the TOT Committee and/or NTCA Board of Directors. Funding match requirements may be considered to be eliminated for programs being delivered under this element.
- 4.4.2 **ANNUAL FUNDING**: capital project funding request and new pilot programs shall be eligible for available TOT funding through this program on an annual basis. If initial pilot implementation is supported by the TOT Committee, consideration should be made to transition the program to a longer-term funding commitment via the Sponsorship Funding element to ensure consistent and effective implementation.
- 4.4.3 **EMERGENT FUNDING**: short-term funding needs for immediate consideration. Both capital projects and programs which may need to be considered outside of an annual funding cycle may be brought forward for consideration by the TOT Committee as outlined in the NTCA TOT/TBID Dollars at Work Program. Funding availability shall be limited to current budgetary constraints as outlined in the County Tahoe Economic and Community Enhancement budget.
- 4.5 ENGAGEMENT. NTCA staff, on behalf of the TOT Committee, shall coordinate with local organizations and community-based groups to educate on identified County Board priorities, regional housing and transportation plans and economic initiatives consistent with the defined areas of focus above. The NTCA shall also engage the public to encourage innovative projects and programs to bring forward to the TOT Committee and ultimately the County Board. The

NTCA shall conduct an ongoing outreach program to create awareness of grant opportunities, grant awards, grant benefits, and periodic project and program updates.

5. ADMINISTRATION:

- 5.1 OVERSIGHT. The NTCA shall manage, with input from County Executive Office staff, all aspects and the continued development of the TOT Committee as well as the process by which said committee will recommend TOT Allocation to the County Board not defined within this MOU. NTCA agrees that all reports from, and reports of actions taken by, the TOT Committee shall include comments from committee, including County members of the committee, and reports of all votes taken. Meeting minutes shall be provided to the County in writing once approved by the TOT Committee.
- 5.2 MANAGEMENT FEE FOR SERVICES. County shall pay to NTCA based on a written invoice and report from NTCA the following amounts during the Term of this MOU for management of the TOT Committee as identified in Exhibit A – Scope of Work. The Parties agree that the “Management Fee” shall be deducted from the budgeted TOT for housing/transportation and capital projects in the Tahoe Economic and Community Enhancement fund approved by the County Board each fiscal year. The Baseline Program Management Fee is established in this Agreement as an agreed upon minimum program delivery amount. Additional funding may be considered as outlined in ANNUAL REVIEW AND FEE DETERMINATION section 7(4) below.

Baseline Program “Management Fee”

- 5.2.1 NTCA TOT-TBID Dollars at Work Program Management = 41% of the Total eastern Placer TOT Revenue from prior fiscal year x 1.5% (i.e. FY 24-25 = \$168,212.33); Maximum amount to be set by the County Board annually via the County budget. Management Fee to cover work tasks identified in Exhibit A.
- 5.2.2 Placer County CEO: Fiscal and Contract Management = 41% of the Total eastern Placer TOT Revenue from prior fiscal year x 1.5% (i.e. FY 24-25 = \$168,212.33); Maximum amount to be set by the County Board annually via the County budget.
- 5.3 INVOICING. NTCA shall provide an invoice and documentation for scope tasks completed as part of the Scope of Work in Exhibit A. Invoices shall reference this contract scope tasks, the payment due date and the relevant period of service. Invoices shall be submitted bi-annually and shall accompany a bi-annual report on verification of work performed.
- 5.4 ANNUAL REVIEW AND FEE DETERMINATION. The Parties agree to convene each year One Hundred and Eighty (180) days prior to fiscal year end, and no later than thirty (30) days prior to County draft department budget submittals, typically in February, to review prior year work scope tasks and assess MOU compliance. During this convening, the County and NTCA staff will discuss whether potential modifications to the identified base “Management Fee” are appropriate for consideration by the County Executive Officer. As the NTCA Board of Directors is responsible for development and approval oversight of the TOT-TBID Dollars at Work Program, it shall be the responsibility of the NLTBID to support program administration costs over the agreed upon budget of identified TOT administrative dollars outlined in this MOU, outside of increases associated with approval of the County Executive Officer or County Board.

- 5.5 **RECORDS.** NTCA shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by NTCA for ten (10) years from the date of this MOU, or five (5) years from the termination date of any subsequent extension.
- 6 **COUNTY'S POLICE POWER.** NTCA recognizes and agrees that the County cannot contract away its police power in how it ultimately decides to spend TOT or any other funds. If none of the recommendations of the TOT Committee pursuant to Section 4 are financially viable in any given fiscal year, NTCA acknowledges that the County may expend TOT funds for programs and projects the County identifies as necessary to deliver services and/or maintain infrastructure.
- 7 **INDEPENDENT CONTRACTOR STATUS**
- Contractor agrees and understands that the work/services performed under this MOU are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees. Contractor and County agree that:
- (a) Contractor is free from the control and direction of County in connection with the performance of the services rendered pursuant to this MOU;
 - (b) Contractor is providing services directly to County;
 - (c) Contractor has and will maintain at all relevant times a business license;
 - (d) Contractor maintains a business location that is separate from County;
 - (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder;
 - (f) Contractor may contract with other entities to provide the same or similar services and maintain a clientele without restrictions from the County;
 - (g) Contractor may hold itself out to the public as available to provide the same or similar services;
 - (h) Contractor provides its own tools, vehicles, and equipment to perform the services;
 - (i) Contractor has negotiated its own rates;
 - (j) Consistent with the nature of the work, Contractor sets its own hours and location of work; and
 - (k) Contractor has the sole right to control the manner and means of accomplishing the result desired under this MOU and exercises its own discretion and independent judgement.
- 8 **CONTRACTOR NOT AGENT.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.
- 9 **INDEMNIFICATION AND INSURANCE REQUIREMENTS.** See Exhibit B attached hereto, for indemnification and insurance requirements for this MOU. The County's insurance requirements are a material provision to this MOU.
- 10 **ASSIGNABILITY AND SUBCONTRACTING.** Contractor will perform the work personally or through Contractor's employees. Contractor shall not assign this MOU or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately

terminate this Agreement without advance notice or penalty.

11 COMPLIANCE WITH LAWS; NONDISCRIMINATION

- 11.1 Compliance with Laws. All services to be performed by Contractor pursuant to this MOU shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or County financial assistance; and the Fair Employment and Housing Act.
- 11.2 Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
- 11.3 Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the MOU. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

12 **CONTRACT MATERIALS.** At the end of this MOU, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this MOU (collectively, "contract materials") shall become the property of County and shall be promptly delivered to County provided County has paid NTCA all amounts due under this MOU. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

13 **RECORDS; RIGHT TO MONITOR AND AUDIT.** Contractor shall maintain, at all times during the MOU and for a period of three (3) years following, complete detailed records of the work performed under this MOU. County and state and federal agencies shall have the right to monitor all work performed under this MOU to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this MOU to determine the extent to which the MOU is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination.

14 **CONFIDENTIALITY OF INFORMATION.** All financial, statistical, personal, technical, or other data and information relative to the Parties' operations which are designated confidential by a Party and made available to the other Party to carry out services under this MOU shall be protected by the receiving Party from unauthorized use and disclosure. Each Party shall notify the other Party of any discovered instances of breaches of confidentiality.

The Parties agree to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Each Party shall promptly submit any and all requests, from whatever source, to the other Party for copies of or access to any of the other Party's confidential information.

Each Party may disclose confidential information of the other Party to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this MOU, as determined by an appropriate official of the Party; and (ii) a legal duty to protect the other Party's confidential information, which may arise under this MOU or other applicable laws.

Each Party will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Each Party shall ensure that any subcontractors or agents receiving confidential information related to this MOU agree to the same restrictions and conditions that apply to the Party with respect to such information. Each Party agrees to hold the other Party harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Each Party shall be fully liable for the acts or omissions of its employees and subcontractors with respect to the other Party's confidential information. Any subcontract to perform services under this MOU shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by a Party shall not authorize the other Party to further disclose or disseminate such information.

- 15 **INFORMATION TECHNOLOGY SECURITY REQUIREMENTS.** Exhibit C, "Information Technology Security Addendum" is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit C is a material breach of this MOU.
- 16 **GENERAL HEALTH MEASURES AND CONDUCT.** Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises within the confines of applicable law. The Contractor shall take all necessary measures to ensure that the Contractor's employees and subcontractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and subcontractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.
- 17 **GOVERNING LAW; JURISDICTION; VENUE.** This MOU is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and

effect. Any legal proceedings on this MOU shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each Party waives any Federal court removal and/or original jurisdiction rights it may have.

18 CONTRACT ADMINISTRATOR. The County Officer or employee with responsibility for administering this Agreement is Deputy County Executive Officer, Tahoe CEO Office.

19 AGREEMENT AMENDMENTS. The Parties acknowledge that the TOT generated from overnight lodging in the eastern portion of the County is subject to fluctuating market conditions, regulatory changes, and variable costs. Due to the extended term of this MOU, the provisions set forth here upon approval of this MOU may be subject to renegotiation under the following circumstances:

19.1 REGULATORY OR MARKET CHANGES. In the event of any change in laws, government structure, tourism regulations, offsetting revenue from other sectors or significant shifts in market conditions (e.g., significant tax revenue decline, natural disasters, or geopolitical events affecting tourism), either Party may request a review of this MOU.

19.2 ANNUAL REVIEW. The Parties agree to meet at least once annually to review service performance and market conditions, and to discuss any potential adjustments.

20 RENEGOTIATION PROCESS. Any request for renegotiation shall be made in writing and include a detailed explanation of the basis for the request. Upon receipt, the Parties shall engage in good faith negotiations to reach a mutually acceptable contract adjustment within sixty [60] days. If no agreement is reached within sixty [60] days of the written request, both Parties agree to enter mediation pursuant to Section 21 of this MOU to reach a mutually beneficial and agreed upon outcome fulfilling renegotiated adjustments to this MOU.

21 DISPUTE RESOLUTION. In the event a dispute, claim or controversy shall arise between the Parties to this MOU, the Parties will first attempt to negotiate in good faith to resolve the dispute between the Parties. If the dispute is not resolved between the Parties, the Parties agree to participate in at least four hours of mediation before a neutral mediator jointly selected by the Parties prior to instituting any legal action. The cost of the mediation will be shared on an equal basis between the Parties. The mediation shall take place in the County of Placer. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by the Parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, lawsuit or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with one another in selecting a mediator and scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith. All applicable statutes of limitation and defenses based on the passage of time shall not be tolled by the requirement that any dispute, claim or controversy related to this contract be submitted to mediation.

22 TERMINATION.

- 22.1 **NLTTBID Term Expiration.** If the renewed TBID is not extended beyond the ten (10) year term identified in this MOU or at termination of the TBID, whichever occurs first, this MOU shall terminate. In such event, the County agrees to negotiate in good faith a new contract with NTCA with a scope to include support for tourism marketing.
- 22.2 **NLTTBID Early Termination.** If the NLTTBID is terminated during the period of this MOU, this MOU shall terminate as of the date of the NLTTBID termination. In the event of early termination, the County agrees to initiate negotiations with the NTCA in the formation of a potential new agreement.
- 22.3 **Termination Without Cause.** Either Party may terminate this MOU without cause at any time upon One Hundred and Eighty (180) days written notice to the other Party. In such an event, the Parties agree that unspent TOT proceeds after the date of termination may be allocated by the County for other purposes. NTCA further agrees to return to the County any unspent funds provided pursuant to this MOU as of the date of termination.
- 23 **ENTIRETY OF AGREEMENT.** This MOU contains the entire agreement of NTCA and County with respect to the subject matter hereof, and no other agreement, statement, or promise made by any Party, or to any employee, officer or agent of any Party which is not contained in this MOU, shall be binding or valid.
- 24 **ALTERATION.** No waiver, alteration, modification or termination of this MOU shall be valid unless made in writing and signed by all Parties.
- 25 **NOTICE.** Written notice under this MOU shall be provided via U.S. Mail, or in person as follows:

COUNTY: County Executive Office
775 North Lake Blvd.
Tahoe City, CA 96145

Copy to:
County Counsel
175 Fulweiler Ave.
Auburn, CA 95603

NTCA: North Tahoe Community Alliance
100 N. Lake Tahoe Blvd.
Tahoe City, CA 96145

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IN WITNESS THEREOF, the parties hereto have executed this MOU on the day and year first above written.

North Lake Tahoe Resort Association, Inc
(dba North Tahoe Community Alliance)

By: 
Jill Schott (Feb 15 2026 15:48:05 PST)
Jill Schott, Board of Directors Chair
North Tahoe County Alliance

Date: 02/15/2026

By: 
Tony Karwowski, President-CEO
North Tahoe Community Alliance

Date: 02/16/2026

By: 
Steven C. Gross (Feb 13 2026 15:55:24 PST)
Steve Gross, NTCA Counsel

Date: 02/13/2026

County of Placer

By: 
Shanti Landon (Feb 20 2026 06:08:30 PST)
Placer County Board of Supervisors Chair
Placer County Board of Supervisors

Date: _____

Approved as to Form:

By: 
Robert Sandman, Chief Assistant
County Counsel

Date: 02/19/2026

EXHIBITS

Exhibit A: Scope of Work

Exhibit B: Insurance and Indemnification Requirements

Exhibit C: Information Technology Security Addendum

Exhibit D: California Levine Act Statement

EXHIBIT A SCOPE OF WORK

Project Purpose:

To conduct ongoing convening of community members and stakeholders in eastern Placer County to advise the County Board on priority projects and potential allocation of available Transient Occupancy Tax Funds collected in eastern Placer County for quality of life projects and housing/transportation programs consistent with Board approved policies and approved agreement terms.

TOT-TBID DOLLARS AT WORK PROGRAM: The NTCA shall develop and implement a work program which includes multiple elements of grant opportunities; including but not limited to core elements identified in the MOU: ONGOING FUNDING, ANNUAL FUNDING, EMERGANT FUNDING

Term:

July 1st, 2026 – June 30, 2036

Lead Agency:

North Lake Tahoe Resort Association, Inc. (dba North Tahoe Community Alliance)

Fiscal Year Tasks

Task 1: Management and Administration of TOT Committee

Convene the TOT Committee and ensure compliance with the Brown Act

- a. Implement the TOT-TBID DOLLARS AT WORK PROGRAM including but not limited to program criteria, priorities, and calls for projects, programs, and services.
- b. Solicit projects/programs that align with housing and transportation priorities as outlined in the NTCA/COUNTY MOU to recommend to the County Board.
- c. Engage with the County to evaluate applications as part of the “call” for projects.
- d. Manage the TOT Committee process to facilitate a streamlined process for bringing recommendations from the TOT Committee to the NTCA Board of Directors for review and recommendation to the County Board.
- e. Monitor implementation of the projects, programs, and services recommended by the committee and approved by the County Board, including reporting, follow-up, and other mutually agreed upon aspects of management.
- f. Communicate the progress and success of all approved projects, programs, and services to the appropriate stakeholders and community through the NTCA communication roadmap and as defined below in Task 2.
- g. Conduct public outreach to educate, seek input and update the success of the programs sponsored by the TOT/TBID dollars at work.

Task 2: Management of TOT-TBID Dollars At Work Marketing Campaign

- a. Maintain updated webpage related to the TOT-TBID Dollars at Work Campaign
 - ii. Provide opportunities for County staff to review content and incorporate feedback to ensure consistent messaging on website.
 - iii. Update content on projects based on submittal of grant applicants’ reports, with required reporting frequency timing as identified above, or as agreed to between County and NTCA executive staff. Utilize reports to create engaging marketing content.

- b. Seek feedback from the County communications team on updates to the NTCA Communications Roadmap related to the TOT-TBID Dollars at Work campaign.
- c. When possible, both NTCA and County staff will provide draft press releases on TOT-TBID Dollars at Work programs/projects to each other to ensure messaging is coordinated.
- d. Update the TOT-TBID logo guidelines with input and agreement from County Executive Office, for projects and programs receiving dollars recommended by the TOT Committee and approved by the County Board.
- e. Develop a protocol, with joint agreement by Placer staff and NTCA staff, for the use by the County, the NTCA, and TOT grant recipients of the logo guidelines for the promotion of projects and programs receiving TOT/TBID dollars.
- f. TOT-TBID Dollars at Work Social Media campaign- Incorporate feedback from County staff on both the projects highlighted and specific messaging.

EXHIBIT B
INSURANCE and INDEMNIFICATION REQUIREMENTS

1. Hold Harmless and Indemnification Agreement:

Each Party hereby agrees to protect, defend, indemnify, and hold the other Party 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 the Party arising in favor of any Party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Party) 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 Party's negligence or willful misconduct in the performance of this MOU.

Each Party agrees to investigate, handle, respond to, provide defense for, and defend any claims, demand, or suit in any way incident to, in connection with or arising directly or indirectly out of its negligence or willful misconduct at the sole expense of the that Party. Each Party 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 either Party or to enlarge in any way the either Party's liability but is intended solely to provide for indemnification of each Party from liability for damages or injuries to third persons or property arising from the other Party's negligent performance or willful misconduct pursuant to this MOU.

As used above, the term Party means a Party or its officers, agents, employees, and volunteers.

2. Intellectual Property Indemnification:

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this MOU, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this MOU and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this MOU.

Contractor warrants that the services it provides under this MOU do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this MOU infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this MOU become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this MOU to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or

modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this MOU which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this MOU which have been used by County in a manner not permitted by this MOU.

3. **Insurance:**

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

Cancellation Notice:

Contractor— Shall not change these policies 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.

Worker's Compensation and Employer's 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 Contractor'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:

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 Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. **General Liability Insurance:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, 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 Contractor 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 Contractor 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:

→Two million dollars (\$2,000,000) each occurrence

→Four million dollars (\$4,000,000) aggregate

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

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

→Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)

→Two million dollars (\$2,000,000) for Products-Completed Operations

→Four million dollars (\$4,000,000) 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 four million dollars (\$4,000,000).

- E. Special Claims Made Policy Form Provisions:

Contractor 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:

→Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)

→Two million dollars (\$2,000,000) aggregate for Products Completed Operations

→Four million dollars (\$4,000,000) General Aggregate

- (2) The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract 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 case shall the types of policies be different.

5. **Endorsements:**

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

- A. "The 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 MOU."

- B. "The insurance provided by the Contractor, 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."

6. **Automobile Liability Insurance:**

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

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

7. **Professional Liability Insurance (Errors & Omissions)**

Professional Liability Insurance for Errors & Omissions coverage in the amount of not less than two million dollars (\$2,000,000).

If Contractor sub-contracts in support of Contractor's work provided for in the MOU, Professional Liability Insurance for Errors & Omissions shall be provided by the sub-contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to three (3) years following completion of the MOU in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. **Additional Requirements:**

Premium Payments: The insurance companies shall have no recourse against the 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 Contractor shall be responsible for all deductibles in all the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000 unless the Contractor can provide documentation that they can financially support a higher deductible.

CONTRACTOR's Obligations: CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this MOU.

Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language affecting 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 Contractor'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 Contractor to maintain the insurance required by this MOU, or to comply with any of the requirements of this Section, shall constitute a material breach of the entire MOU.

EXHIBIT C

INFORMATION TECHNOLOGY SECURITY ADDENDUM

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to ITSEC@placer.ca.gov and to all parties referenced in the "Notices" section of the MOU. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the MOU for failure to comply.

2. Data Location

2.1.1 Contractor shall not store or transfer non-public County data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.1.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to ITSEC@placer.ca.gov and must reference this contract number.

3. Data Encryption

3.1.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.1.2 The Contractor shall encrypt all non-public County **data at rest**.

3.1.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this MOU, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this MOU are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

EXHIBIT D
California Levine Act Statement

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of the County of Placer from participating in any action related to a contract if he or she receives any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contributions by a party to be awarded the contract. An officer of the County of Placer includes the Board of Supervisors, any elected official, department head or chair, and any County employee who files a Form 700. It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any Officer of the County of Placer in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this MOU?

 YES X NO
If yes, please identify the person(s) by name: Tony Karwowski

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any Officer of the County of Placer in the twelve (12) months following any Officer action related to this MOU?

 YES X NO
If yes, please identify the person(s) by name: Tony Karwowski

Answering yes to either of the two questions above does not preclude the County of Placer from awarding this MOU to your firm or any taking any subsequent action related to this MOU. It does, however, preclude the identified Officer(s) from participating in any actions related to this MOU.

CONTRACTOR NAME: North Lake Tahoe Resort Association, Inc. (dba North Tahoe Community Alliance)

Tony Karwowski

Signature of authorized individual

Tony Karwowski

Print name of authorized individual

Date: 02/18/2026