



MEMORANDUM
COUNTY EXECUTIVE OFFICE - TAHOE DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** June 25, 2024
FROM: Daniel Chatigny, County Executive Officer
BY: Stephanie Holloway, Deputy County Executive Officer
Nicholas Martin, Senior Management Analyst
SUBJECT: Memorandums of Understanding and Funding Agreement with Truckee North
Tahoe Transportation Management Association for FY 2024-25 TART
Marketing Services, Park and Ride Services, and North Lake Tahoe Express.

ACTION REQUESTED

1. Approve a Memorandum of Understanding (MOU) between Placer County and Truckee North Tahoe Transportation Management Association (TNT-TMA) for Tahoe Area Regional Transit (TART) marketing services in eastern Placer County for FY 2024-25 in the amount of up to \$168,000 for a contract term of July 1, 2024 – June 30, 2025, and authorize the Chair to execute the agreement subject to County Counsel and Risk Management concurrence.
2. Approve a Memorandum of Understanding (MOU) between Placer County and Truckee North Tahoe Transportation Management Association (TNT-TMA) for administration and promotion of summer park and ride services in eastern Placer County for FY 2024-25 in the amount of up to \$19,239 for a contract term of July 1, 2024 – September 30, 2024, and authorize the County Executive Officer or designee to execute the agreement subject to County Counsel and Risk Management concurrence.
3. Approve a Memorandum of Understanding (MOU) between Placer County and Truckee North Tahoe Transportation Management Association (TNT-TMA) for administration and promotion of winter park and ride services in eastern Placer County for FY 2024-25 in the amount of up to \$102,761 for a contract term of December 15, 2024 – April 7, 2025, and authorize the Chair to execute the agreement subject to County Counsel and Risk Management concurrence.
4. Approve a Funding Agreement with the Truckee North Tahoe Transportation Management Association (TNT-TMA) for the operation of the North Lake Tahoe Express in eastern Placer County for FY 2024-25 in the amount of up to \$193,112 for a contract term of July 1, 2024 – June 30, 2025, and authorize the Chair to execute the agreement subject to County Counsel and Risk Management concurrence.

BACKGROUND

The TNT-TMA is a California Nonprofit Mutual Benefit Corporation based in Truckee, California. The mission of the TNT-TMA is to foster public-private partnerships and resources for the advocacy and promotion of innovative solutions to the unique transportation challenges of the

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Truckee-North Tahoe Resort Triangle. Placer County is a dues-paying member of the TNT-TMA and, in accordance with TNT-TMA's bylaws, holds a seat on its Board of Directors.

In past years, these contracts have come to the County for various levels of approval and at various times of the year, typically with the park and ride programs being approved at the staff or CEO level closer to the deployment of the programs. The purpose for bringing all of these contracts at the same time is to help achieve better transparency as well as acknowledge the partnership and focus on innovative marketing and transportation administration being delivered in eastern Placer County.

TART Marketing Program

The TART marketing program is a public-private partnership and includes participation from the Town of Truckee, Washoe County and private entities. The TNT-TMA conducts marketing, outreach and education on services for TART and TART Connect.

The total cost for this MOU is \$168,000 and the specifics are outlined in the scope of work within the contract (Attachment A).

Park and Ride Programs

As outlined in Attachments B and C, TNT-TMA proposes to continue to administer a park and ride program during peak summer season (Attachment B) in eastern Placer County from July 1 through September 30, as well as during the winter season (Attachment C) in eastern Placer County from December 15, 2024 through April 7, 2025. The purpose of these park and ride programs is to coordinate access to designated parking lots for use as park and ride facilities and promote use of these facilities to alleviate traffic issues for both visitors and residents during peak times in eastern Placer County. These programs have been active for a few years and TNT-TMA and the County continue to see growing success as well as areas for improvement in future programs.

North Lake Tahoe Express

Placer County contracts with the TNT-TMA to operate the North Lake Tahoe Express (NLTE). NLTE is an airport shuttle that connects the Truckee/North Lake Tahoe/Truckee region to the Reno-Tahoe International Airport. The TNT-TMA manages operations and marketing of the program. Placer County is one of four funding partners, which also include Washoe County, Travel North Tahoe Nevada, and the Town of Truckee. Passengers also pay a fee to use the service. The total annual cost to operate the NLTE is \$615,083 and the funding partners agree to provide a combined total of \$294,456. The balance will be funded by passenger fees. Placer County's share of this agreement is \$193,112, which is the same amount as in the FY 2023-24 funding agreement. The amount is split between the partner agencies based on historic ridership. As outlined in the agreement, the TNT-TMA will oversee the day-to-day management

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and operation of the NLTE. The funding agreement was approved by the TNT/-TMA Board of
Directors on June 6, 2024.

FISCAL IMPACT

Transient Occupancy Tax (TOT) collected in eastern Placer County is the funding source for
these MOU's and Funding Agreement. These funds are available in the FY 2024-25 budget for
CC10020 - Tahoe Economic and Community Enhancement Fund. There is no impact to the
General Fund.

ATTACHMENTS

Attachment A – Memorandum of Understanding for TART Marketing Services

Attachment B – Memorandum of Understanding for Summer Park and Ride

Attachment C – Memorandum of Understanding for Winter Park and Ride

Attachment D – Funding Agreement for North Lake Tahoe Express

**MEMORANDUM OF UNDERSTANDING FOR MARKETING,
OUTREACH, AND EDUCATION FOR TRANSPORTATION
SERVICES AND ADMINISTRATION OF SEASONAL PARK AND
RIDE PROGRAM IN EASTERN PLACER COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into on July 1, 2024, by and between the County of Placer, hereinafter referred to as "COUNTY", and the Truckee North Tahoe Transportation Management Association, a California Non-Profit Corporation, hereinafter referred to as "TMA" or "Consultant".

RECITALS:

WHEREAS, TMA provides marketing, outreach and education regarding transportation services provided by COUNTY and provided in Eastern Placer County as part of the TMA annual work program, and

WHEREAS, TMA administers the seasonal Park and Ride Program within Eastern Placer County, and

WHEREAS, Placer County is a member of the TMA Board of Directors and receives direct benefit from the services provided by TMA, and

WHEREAS, Placer County funds services provided by the TMA with Transient Occupancy Tax for its services, as described within this agreement

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.** This agreement shall be effective upon execution by both parties. The term of this Agreement is from July 1, 2024 through June 30, 2025.
2. **SERVICE.** TMA shall perform the work described in Exhibit A – Scope of Work.
3. **FUNDING.** Contract is for a maximum of \$168,000 as identified in Exhibit B – Budget.
4. **INVOICING.** TMA shall provide an invoice and documentation for services rendered and marketing materials designed and purchased as part of the Scope of Work in Exhibit A. Invoices will be submitted on a quarterly basis- on or around October 1, January 1, April 1, and July 1. Invoices shall reference this MOU, the payment due date and the relevant period of service. Invoices shall be due and payable on a Net 30 basis.
5. **QUARTERLY REPORT.** TMA will provide a quarterly report to accompany each invoice for payment which documents the completion of tasks in Exhibit A – Scope of Work.

6. **RECORDS.** TMA shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by TMA for three years following the completion of work performed.
7. **AMENDMENTS.** This Agreement may be amended in writing.
8. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** The CONSULTANT 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, except where caused by the sole negligence of PLACER COUNTY. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT 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 CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'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 CONSULTANT'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.

9. **INSURANCE.** CONSULTANT 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.

1) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

CONTRACTOR shall, as applicable, require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2) GENERAL LIABILITY INSURANCE:

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

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

B. One of the following forms is required:

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

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

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

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

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

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

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

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of 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 CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

3) 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"

4) 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.

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

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

Verification of Coverage - CONSULTANT shall furnish the 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 CONSULTANT'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 CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. **DISPUTE RESOLUTION.** In the event a dispute, claim or controversy shall arise between the parties to this agreement, 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 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.
11. **ENTIRETY OF AGREEMENT.** This agreement contains the entire agreement of TMA 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 agreement, shall be binding or valid

12. **ALTERATION.** No waiver, alteration, modification or termination of this agreement shall be valid unless made in writing and signed by all parties.
13. **GOVERNING LAW.** This agreement is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
14. **NOTICE.** Written notice under this agreement shall be provided via U.S. Mail, electronic mail, or in person as follows:


COUNTY: County Executive Office
P.O. Box 1909
Tahoe City, CA 96145

GRANTEE: Truckee North Tahoe Transportation Management Association
10183 Truckee Airport Road
Truckee, CA 96161

(This Space Intentionally Left Blank)

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

**Truckee/North Tahoe Transportation
Management Association**

By: 
Dan Wilkins, Chair,
TMA
Board of Directors

Date: 6-6-24

By: 
Sara Van Siclen, Executive Director, TMA

Date: 6-6-24

County of Placer

By: _____
Suzanne Jones,
Placer County Board of Supervisors

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

Exhibit A – Scope of Work

FY 2024-25 TNT/TMA Managed TART Marketing Program

Placer County TOT: \$168,000

Total Funding Placer County: \$168,000

Project Purpose:

Expand public awareness of TART Connect micro-transit and TART bus service, encouraging connections between transportation options, increasing ridership across all transit, and reducing single-passenger vehicle trips.

Messaging will:

1. Increase awareness and use of TART Connect Services and connections between TART Connect and TART bus, Park and Ride, and active transportation modes.
2. Increase TART brand awareness, improve the TART-branded website, and create unique photo content for marketing materials.

FY 2024-25 Tasks

Task 1: Online, Print Advertisement, and Social Media

Subtasks:

- Digital – Targeting Truckee and North Tahoe
 - Google search (reaches people using search words targeted by topic, demographic)
- Banner ads
 - Moonshine Ink
 - Tahoe.com
 - 101.5 Truckee Tahoe Radio
- Magazine/Newspaper (*Includes Online Advertising)
 - Moonshine Ink*
 - Gold Country*
 - NTCA Visitors Guide*
 - LTVA Visitors Guide
 - Incline Village CBA*
 - Palisades Press*
 - Tahoe Weekly*
 - Tahoe.com*
 - Truckee.com*
- Advertisements and placement
 - Ad design for online and print advertisements
 - Ad placement and transit write-ups within vacation planners and area directories
 - Print advertisements
- Social Media (Facebook and Instagram)
 - Manage TART branded Social Media
 - Coordinate cross-promotion of social media posting with area partners
- Website
 - Implement recommendations from the website audit
- Marketing Images
 - Contract for new marketing images demonstrating the connections between TART Connect

and other services, and active transportation options for use in advertisements and social media.

Task 2: Radio and TV Advertisement

Subtasks:

- TV & Radio
 - 101.5 Truckee Tahoe Radio
 - Outside TV/Lake Tahoe TV

Task 3: Rack Cards, Brochures, and Posters

Subtasks:

- Brochure and flier production
 - Development of marketing collateral brochures and rack cards throughout the entire year. Each seasonal brochure will also be produced in Spanish. Update materials to accommodate seasonal schedule changes.
- TART Connect promotional materials
 - Develop collateral in print and digital for buses, lodging partners, business associations and community groups to promote TART, TART Connect and other car free transportation services.
 - Create on-bus advertisements for TART Connect
- TART Connect Marketing Materials for Short Term Rentals
 - Develop marketing materials for short term rentals.
 - Coordinate delivery of materials to short term rentals.
 - Deliver TART Connect Magnets to lodging properties.

Task 4: TART Website

Subtasks:

- Update and maintain website (TahoeTruckeeTransit.com)
 - Work with Placer County and the Town of Truckee to direct transit web pages to a single source: TahoeTruckeeTransit.com
- Implement a website audit and facilitate recommended improvements

TASK 5: Marketing Management and Implementation

Subtasks:

- The focus for FY 24/25 will be on visitors while they are in the Resort Tringle focusing on ages 35-54.
- Work with Media Buyer for FY 2024-25 advertising placement
- Placer seasonal transit schedules posted in bus shelters
- Deliver brochures, posters, flyers and rack cards to local lodging, hotels and businesses
- Distribute Certified Folder Display schedule throughout eastern Placer County
- Attend community events to promote transit services
 - Area board and committee meetings
 - Community mixers
 - Community Collaborative – Resource Sharing meetings
 - Tuesday Morning Breakfast Club
 - Good Morning Truckee
 - Truckee Tourism meetings
 - Earth Day
 - North Tahoe Business Association – board meeting updates with local transit options

- Tahoe City Downtown Association – board meeting updates with local transit options
 - Seasonal front-line staff trainings & information sharing meetings
- Develop press-releases with emphasis on seasonal changes to transit services
- Develop integrated communications plan that coordinates advertising efforts, including but not limited to seasonal service changes and social media efforts with Placer County PIO.
- Maintain partnerships with the North Lake Tahoe marketing co-op to include area transit information within destination marketing messaging, for the purpose of informing the tourism base of the area transit programs.

Exhibit B: Budget Detail

FY2024-25 TNT/TMA Managed TART Marketing Program

Funding Sources

Placer County TOT: \$168,000

Total Funding Placer County: \$168,000

Expenditures

Tasks reflect Exhibit A- Scope of Work

Task	Budget
Task 1: Online, Print Advertisement, and Social Media	\$54,000
Task 2: Radio and TV Advertisement	\$18,000
Task 3: Rack Cards Brochures Posters	\$30,000
Task 4: TART Website	\$10,000
Task 5: Marketing Management and Implementation	\$56,000
TOTAL	\$168,000

**MEMORANDUM OF UNDERSTANDING FOR
ADMINISTRATION AND PROMOTION OF SUMMER PARK
AND RIDE PROGRAM IN EASTERN PLACER COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into on July 1, 2024, by and between the County of Placer, hereinafter referred to as "COUNTY", and the Truckee North Tahoe Transportation Management Association, a California Non-Profit Corporation, hereinafter referred to as "TMA" or "Consultant".

RECITALS:

WHEREAS, TMA provides marketing, outreach and education regarding transportation services provided by COUNTY and provided in Eastern Placer County as part of the TMA annual work program, and

WHEREAS, Placer County is a member of the TMA Board of Directors and receives direct benefit from the services provided by TMA, and

WHEREAS, Placer County funds services provided by the TMA with Transient Occupancy Tax for its services, as described within this agreement

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.** This agreement shall be effective upon execution by both parties. The term of this Agreement is from July 1, 2024 through September 30, 2024.
2. **SERVICE.** TMA shall perform the work described in Exhibit A – Scope of Work.
3. **FUNDING.** Contract is for a maximum of \$19,239 as identified in Exhibit B – Budget.
4. **INVOICING.** TMA shall provide an invoice and documentation for services rendered and marketing materials designed and purchased as part of the Scope of Work in Exhibit A. Invoice shall reference this contract, the payment due date and the relevant period of service. Invoices shall be due and payable on a Net 30 basis.
5. **RECORDS.** TMA shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by TMA for three years following the completion of work performed.
6. **AMENDMENTS.** This Agreement may be amended in writing.
7. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** The CONSULTANT 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, except where caused by the sole negligence of PLACER COUNTY. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT 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 CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'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 CONSULTANT'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.

8. **INSURANCE.** CONSULTANT 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.

- 1) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

CONTRACTOR shall, as applicable, require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2) GENERAL LIABILITY INSURANCE:

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

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

B. One of the following forms is required:

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

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

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

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

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

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

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

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of 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 CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

3) 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"

4) 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.

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

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

Verification of Coverage - CONSULTANT shall furnish the 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 CONSULTANT'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 CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

9. **DISPUTE RESOLUTION.** In the event a dispute, claim or controversy shall arise between the parties to this agreement, 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 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.
10. **ENTIRETY OF AGREEMENT.** This agreement contains the entire agreement of TMA 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 agreement, shall be binding or valid

11. **ALTERATION.** No waiver, alteration, modification or termination of this agreement shall be valid unless made in writing and signed by all parties.
12. **GOVERNING LAW.** This agreement is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
13. **NOTICE.** Written notice under this agreement shall be provided via U.S. Mail, electronic mail, or in person as follows:


COUNTY: County Executive Office
P.O. Box 1909
Tahoe City, CA 96145

CONSULTANT: Truckee North Tahoe Transportation Management Association
10183 Truckee Airport Road
Truckee, CA 96161

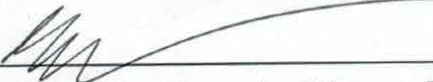
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IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

**Truckee/North Tahoe Transportation
Management Association**

By: 
Dan Wilkins, Chair,
TMA
Board of Directors

Date: 6-6-24

By: 
Sara Van Siclen, Executive Director, TMA

Date: 6-6-24

County of Placer

By: _____

Daniel Chatigny, CEO,
Placer County

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

Exhibit A – Scope of Work

2024 Summer Park and Ride Program

Placer County TOT: \$19,239

Project Purpose:

Coordinate access to designated parking lots for use as park and ride facilities for Fourth of July festivities in Tahoe City and Labor Day festivities in Kings Beach and promote use of those lots and connected public transportation services to destinations.

2024 Summer Park and Ride Tasks

Task 1: Marketing Collateral Production Design, Print, Radio - Design of event flyer and schedule, as well as sandwich board A-frame directional signage with Fallon Multimedia. Radio spots, live reads, and social media posts through 101.5 Truckee Tahoe Radio. Print event flyers and sandwich board A-frame directional signage through Printart.

Task 2: Parking Lot and Additional Shuttle Service - Contract with Northstar California to utilize parking lots for offsite parking and 16 hours of service with three vehicles for both July 4th and September 4th program.

Task 3: TNT/TMA Program Coordination and Reporting – Oversee and coordinate park and ride program and manage contracts with vendors. After creation of materials, distribute marketing materials. Staff will also set up parking lots, monitor lots, and gather data in person on the day of events. TMA staff will provide reports to Placer County within 30 days of the conclusion of the summer park and ride program.

Exhibit B: Budget Detail

2024 Summer Park and Ride Program

Tasks reflect Exhibit A- Scope of Work

Task	Budget
Task 1: Marketing Collateral Production Design, Print, Radio	\$4,999
Task 2: Parking Lot and Additional Shuttle Service	\$8,000
Task 3: TMA Program Coordination and Reporting	\$6,240
TOTAL:	\$19,239

**MEMORANDUM OF UNDERSTANDING FOR
ADMINISTRATION AND PROMOTION OF WINTER PARK
AND RIDE PROGRAM IN EASTERN PLACER COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into on July 1, 2024, by and between the County of Placer, hereinafter referred to as "COUNTY", and the Truckee North Tahoe Transportation Management Association, a California Non-Profit Corporation, hereinafter referred to as "TMA" or "Consultant".

RECITALS:

WHEREAS, TMA provides marketing, outreach and education regarding transportation services provided by COUNTY and provided in Eastern Placer County as part of the TMA annual work program, and

WHEREAS, Placer County is a member of the TMA Board of Directors and receives direct benefit from the services provided by TMA, and

WHEREAS, Placer County funds services provided by the TMA with Transient Occupancy Tax for its services, as described within this agreement

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.** This agreement shall be effective upon execution by both parties. The term of this Agreement is from December 15, 2024 through April 15, 2025.
2. **SERVICE.** TMA shall perform the work described in Exhibit A – Scope of Work.
3. **FUNDING.** Contract is for a maximum of \$102,761.
4. **INVOICING.** TMA shall provide an invoice and documentation for services rendered and marketing materials designed and purchased as part of the Scope of Work in Exhibit A. Invoice shall reference this contract, the payment due date and the relevant period of service. Invoices shall be due and payable on a Net 30 basis.
5. **RECORDS.** TMA shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by TMA for three years following the completion of work performed.
6. **AMENDMENTS.** This Agreement may be amended in writing.
7. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** The CONSULTANT 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, except where caused by the sole negligence of PLACER COUNTY. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT 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 CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'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 CONSULTANT'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.

8. **INSURANCE.** CONSULTANT 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.

- 1) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

CONTRACTOR shall, as applicable, require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2) GENERAL LIABILITY INSURANCE:

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

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

B. One of the following forms is required:

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

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

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

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

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

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

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

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of 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 CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

3) 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"

4) 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.

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

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

Verification of Coverage - CONSULTANT shall furnish the 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 CONSULTANT'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 CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

9. **DISPUTE RESOLUTION.** In the event a dispute, claim or controversy shall arise between the parties to this agreement, 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 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.
10. **ENTIRETY OF AGREEMENT.** This agreement contains the entire agreement of TMA 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 agreement, shall be binding or valid

11. **ALTERATION.** No waiver, alteration, modification or termination of this agreement shall be valid unless made in writing and signed by all parties.
12. **GOVERNING LAW.** This agreement is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
13. **NOTICE.** Written notice under this agreement shall be provided via U.S. Mail, electronic mail, or in person as follows:

COUNTY: County Executive Office
P.O. Box 1909
Tahoe City, CA 96145

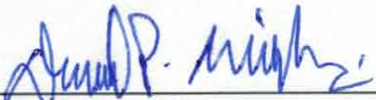
CONSULTANT: Truckee North Tahoe Transportation Management Association
10183 Truckee Airport Road
Truckee, CA 96161

(This Space Intentionally Left Blank)

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

**Truckee/North Tahoe Transportation
Management Association**

County of Placer

By: 
Dan Wilkins, Chair,
TMA
Board of Directors

By: _____

Suzanne Jones,
Placer County Board of Supervisors

Date: 6-6-24

Date: _____

By: 
Sara Van Siclen, Executive Director, TMA

Approved as to Form:

Date: 6-6-24

By: _____
County Counsel

Date: _____

Exhibit A – Scope of Work

2024-25 Winter Park and Ride Program

Placer County TOT: \$102,761

Project Purpose:

Coordinate access to designated parking lots for use as park and ride facilities for winter Park and Ride programs to Palisades Tahoe and Northstar California Resort and promote use of those lots and connected public transportation services to destinations. Maintain dumpsters, toilets and overall cleanliness of the lots. Coordinate snow removal.

2024-25 Winter Park and Ride Tasks

Task 1: TNT/TMA Program Management Coordination and Implementation – Oversee and coordinate park and ride program and manage contracts with vendors. After creation of materials, distribute marketing materials. Staff will also set up parking lots, and monitor lots. TMA staff will provide reports to Placer County within 30 days of the conclusion of the winter park and ride program.

Task 2: Parking Lot Rental and Maintenance - Contract with US Forest Service to use the 64 Acre Parking lot, the Tahoe Truckee Unified School District for the use of their parking lots, and the Lift offices for use of their parking lot. Coordinate snow removal on all lots.

Task 3: Parking Lot Amenities- Rent dumpsters, restrooms for all lots, and maintain the cleanliness of lots. Coordinate contracts, delivery, pick up and service of all rental materials.

Task 4: Marketing- Oversee all marketing design, production, and distribution for parking lot signage, flyers, radio spots, live reads, and social media.

Exhibit B: Budget Detail

2024-25 Winter Park and Ride Program

Tasks reflect Exhibit A- Scope of Work

Task	Budget
Task 1: Program Management Coordination and Implementation	\$20,784
Task 2: Parking Lot Rental and Maintenance	\$69,000
Task 3: Parking Lot Amenitites	\$10,000
Task 4: Marketing	\$2,977
TOTAL:	\$102,761

**FUNDING AGREEMENT
FY 2024-2025
NORTH LAKE TAHOE EXPRESS**

This Funding Agreement ("Agreement") is dated and effective June 30, 2024 between the Truckee North Tahoe Transportation Management Association ("TNT/TMA"), Placer County ("Placer"), Town of Truckee ("Truckee"), Travel North Tahoe Nevada ("TNTNV"), and Washoe County ("Washoe"). Placer, Truckee, and Washoe County collectively referred to herein as the "Funding Partners." The TNT/TMA and Funding Partners are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, TNT/TMA is a non-profit mutual benefit corporation organized under the California Corporations Code section 7110, et seq., whose mission includes fostering public-private partnerships and resources for the advocacy and promotion of innovative solutions to the unique transportation challenges of the Truckee-North Lake Tahoe Resort Triangle; and

WHEREAS, consistent with its mission, the TNT/TMA Board of Directors has approved the TNT/TMA's role as the contracting entity for the North Lake Tahoe Express airport shuttle ("Shuttle Service"), an interstate and intrastate service connecting the Reno/Tahoe International Airport ("RTIA") and specific locations in the North Lake Tahoe region; and

WHEREAS, TNT/TMA has contracted with My Ride to Work, LLC ("Operator") to operate the NLTE Shuttle Service ("Shuttle Service"); and

WHEREAS, the shuttle service has improved the competitive position of the North Lake Tahoe-Truckee "Resort Triangle" as a destination resort, offering conference and group business travelers and "frequent independent travelers" (FIT) a car-free experience to and from the RTIA; and

WHEREAS, the Board of Directors has also approved the TNT/TMA's role as the facilitator and collector of contributions to support the Shuttle Service from the Funding Partners herein named; and

WHEREAS, the fiscal year for the Shuttle Service extends from July 1 of one year to June 30 of the following year (the "FY"); and

NOW, THEREFORE BE IT RESOLVED, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1. **EFFECTIVENESS AND TERM.** This Agreement shall be effective as to each of the parties upon their execution of the Agreement, and even if the Agreement is not ultimately executed by every one of the parties, provided that the failure of one or more Funding Partners to execute this Agreement shall not affect the financial obligations of the other Funding Partners. The term of this Agreement shall be July 1, 2024 – June 30, 2025.

2. **SERVICE.** TNT/TMA has contracted with the Operator to operate the Shuttle Service pursuant to the routes and schedules attached hereto as Exhibit A. TNT/TMA has discretion to amend the routes and schedules at any time as deemed necessary by TNT/TMA for operational or funding related purposes, provided that no such amendments shall increase the financial obligations of the Funding Partners, which shall remain binding on the Funding Partners that sign this Agreement. TNT/TMA has discretion to replace the Operator with another operator.

3. **FUNDING.** The program budget for FY 2024-25 is attached as Exhibit B. The budget for all costs of the Shuttle Service is \$615,083 and the Funding Partners agree to provide a combined total of \$294,456 to pay for those costs. The Funding Partners agree to provide funding as follows:

a. **Placer County** agrees to provide Placer County Transient Occupancy Tax funds in the amount of \$193,112 for FY 2024-25 and payable and due to TNT/TMA as follows:

i. 07/30/24	\$48,278
ii. 10/01/24	\$48,278
iii. 01/01/25	\$48,278
iv. 04/01/25	\$48,278

b. **Truckee** agrees to provide \$15,500 for FY 2024-25 payable and due to TNT/TMA as follows:

i. 07/30/24	\$7,750
ii 10/01/24	\$7,750

c. **TNTNV** agrees to provide \$60,844 for FY 2024-25 payable and due to TNT/TMA as follows:

i. 07/30/24	\$20,282
ii. 10/01/24	\$20,281
iii. 01/01/25	\$20,281

d. **Washoe County** agrees to provide \$25,000 for FY 2023-24 payable and due to TNT/TMA as follows:

i. 07/30/24	\$12,500
ii 10/01/24	\$12,500

4. **INVOICING.** TNT/TMA shall provide invoices to the Funding Partners at least 30 days in advance of the payment due dates specified in Section 3 of this Agreement. Invoices shall reference the Shuttle Service, the payment due date, and the relevant period of service.

5. **USE OF FUNDS.** TNT/TMA shall deposit all funding amounts received into a separate account held solely for the Shuttle Service. TNT/TMA shall use all funds solely for the purpose of paying the costs of the Shuttle Service, including the following: (1) \$464,145 of operator costs; and (2) \$42,588 of compensation to TNT/TMA for marketing and management services, subject to reasonable adjustment by TNT/TMA for unanticipated or desirable adjustments to the Shuttle Service, none of which shall increase the funding obligations of the Funding Partners. The program budget for FY 2024-25 is attached as Exhibit B.

6. **SERVICE EXPECTATION.** TNT/TMA intends the Shuttle Service to run through the end of FY 2024-25; however, if the cost to run Shuttle Service exceeds the budgeted amount, Funding Partners will pay amounts specified in Section 3 of this Agreement on the dates specified regardless of potential impacts to service timeframe.

7. **RESERVE FUND.** Any funds remaining unspent at the end of FY 2024-25 after all costs of the Shuttle Service have been paid, will be held in a restricted reserve fund. Reserve funds are held within this account and are to be used for the sole purpose of the North Lake Tahoe Express. The maximum Reserve Fund balance will cover 6-12 months of operations and management services to be determined by upcoming FY budget to ensure a funding source is available in the event of a funding shortage in any given year of operation. Any additional funds will be used for service expansion or returned to the Funding Partners.

The following NLTE Reserve Policy will be adhered to:

NLTE Reserve Policy

The TNT/TMA will seek to maintain a Reserve Fund for the North Lake Tahoe Express (NLTE) based on unrestricted reserves specifically designated on an annual basis in conjunction with the preparation of year-end financial statements.

The purpose of the NLTE Reserve Fund is to enable the NLTE to operate independently of the TNT/TMA and not impact TNT/TMA reserve funds in the face of economic downturns, both internally and/or externally generated. To achieve this stability, TNT/TMA will seek to maintain an amount equal to 6-12 months, or 50-100%, of the planned annual North Lake Tahoe Express Program-Budget. This amount will be calculated at the end of each fiscal year, based on the budget for the upcoming year. Amounts needed to increase the Reserve Fund will come from undesignated net assets. Until TNT/TMA's goal of 6-12 months, or 50-100%, of the planned annual NLTE Program Budget is reached, an amount equal to or greater than 20% percent of the funding partner contribution will be contributed to the fund each year. Once TNT/TMA achieves its goal of a 6-12 month operating reserve, additional funds may be made available for major NLTE program initiatives requiring significant developmental or start-up costs.

- 8. RETURNS.** Amounts paid by the Funding Partners will be returned to the Funding Partners if service is canceled and/or those amounts are not needed to pay for the cost of the Shuttle Service in future years. Any amounts returned to the Funding Partners will be determined on a pro-rata basis according to the amount each Funding Partner contributed.
- 9. ANNUAL REPORT.** TNT/TMA will provide an annual report within 60 days of the completion of FY 2024-25. This report will document the completion of the Shuttle Service for that fiscal year and reconcile all expenditures and any unspent funding amounts for the Shuttle Service. The report will also document overall ridership and farebox revenues.
- 10. ANNUAL ADVISORY COMMITTEE REVIEW.** As part of its management structure, an advisory committee has been established to advise the TMA Executive Director and staff on matters related to NLTE operations, service levels, budgets, and marketing and promotional strategies. The committee meets at a minimum of once a year, or when the TMA Executive Director requests one or more additional meetings. The committee is comprised of one representative from each funding jurisdiction (Placer County, TNTNV, Washoe County, the Town of Truckee, and the North Tahoe Community Alliance (NTCA)) and two members of the TMA Board of Directors.
- 11. RECORDS.** TNT/TMA shall maintain satisfactory account statements, records, and other documents relating to the Shuttle Service for the life of the shuttle program. Account statements, records, and other documents relating to the Shuttle Service shall be retained by TNT/TMA for three years following the completion or termination of this Agreement and shall be subject to examination and audit by the Funding Partners.
- 12. TNT/TMA MANAGEMENT TASKS AND COMPENSATION.** TNT/TMA shall oversee day-to-day management and operation of the Shuttle Service and provide marketing, advertising, and promotional support, as well as training, reporting, and other services for the Shuttle Service, including auditing of the contractor consistent with provisions of the Agreement between TNT/TMA and the Operator for Airport Shuttle Service.
- 13. DISPUTES AND WITHDRAWAL.** The parties shall meet and confer in an attempt to resolve any disputes arising from this Agreement. If the dispute cannot be resolved, any party may withdraw from this Agreement upon 60 days written notice to the other parties. Even in the event of withdrawal, the withdrawing party shall continue to be responsible for the entire funding amount specified in Section 3 of this Agreement, and shall not be entitled to any reimbursement of funding amounts already provided except as provided in Section 8 of this Agreement.
- 14. NOTICE.** Written notice under this Agreement shall be provided via U.S. Mail, electronic mail, or in person, as follows:

Sara Van Siclen
Executive Director
TNT/TMA

Suzanne Jones
Placer County Board of Supervisors
175 Fulweiler Ave.

10183 Truckee Airport Road
Truckee, CA 96161
sara@tnttma.com

Jennifer Callaway
Town Manager
Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161
jcallaway@townoftruckee.com

Auburn, CA 95603
suzannejones@placer.ca.gov

Andy Chapman
President/CEO
Travel North Tahoe Nevada
969 Tahoe Boulevard
Incline Village, NV 89452
andyc@gotahoe.com

Alexis Hill
Washoe County Commissioner
1001 E. Ninth Street
Reno, NV 89512
AHill@washoecounty.gov

15. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the exclusive benefit of the parties hereto and nothing contained herein shall be construed as granting, vesting, creating or conferring any right or cause of action on any third party. Nothing in this Agreement is intended to create, nor shall it be deemed to create, any contractual relationship between any third party and TNT/TMA or the Funding Partners.

16. CHOICE OF LAW. This Agreement is to be interpreted in accordance with the laws of the State of California.

17. VENUE. The venue for any litigation regarding the interpretation, performance or enforcement of this Agreement shall be in the Superior Court of California - Placer County.

18. ENTIRE AGREEMENT. This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the Shuttle Service and may not be modified except by an instrument in writing signed by the signatories to this Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and is dated and effective as of the date written above.



Sara Van Siclen
Executive Director
Truckee North Tahoe Transportation Management Association

6/6/24

Date

Suzanne Jones
Placer County Board of Supervisors

Date



Jennifer Callaway
Town Manager
Town of Truckee

6/6/24

Date

Andy Chapman
President/CEO
Travel North Tahoe Nevada

Date

Alexis Hill
Washoe County Commissioner
Washoe County

Date

Exhibit A
Routes and Schedules

The North Lake Tahoe Express Service Options in North Lake Tahoe and Truckee

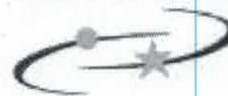
Standard Service:

- Between the Reno Tahoe International Airport and select stops at lodging properties and transportation hubs.
- Offered at a lower cost than Door to Door service.
- Must reserve for a select stop listed on this flyer.

Door to Door Service:

- Available for a higher price to those looking to be dropped off at a location not offered with the Standard service.
- Door to Door areas are shaded on the map in red, green, and blue.
- Type the address in NorthLakeTahoeExpress.com to see if it is a Door to Door service area.

NORTH LAKE TAHOE EXPRESS

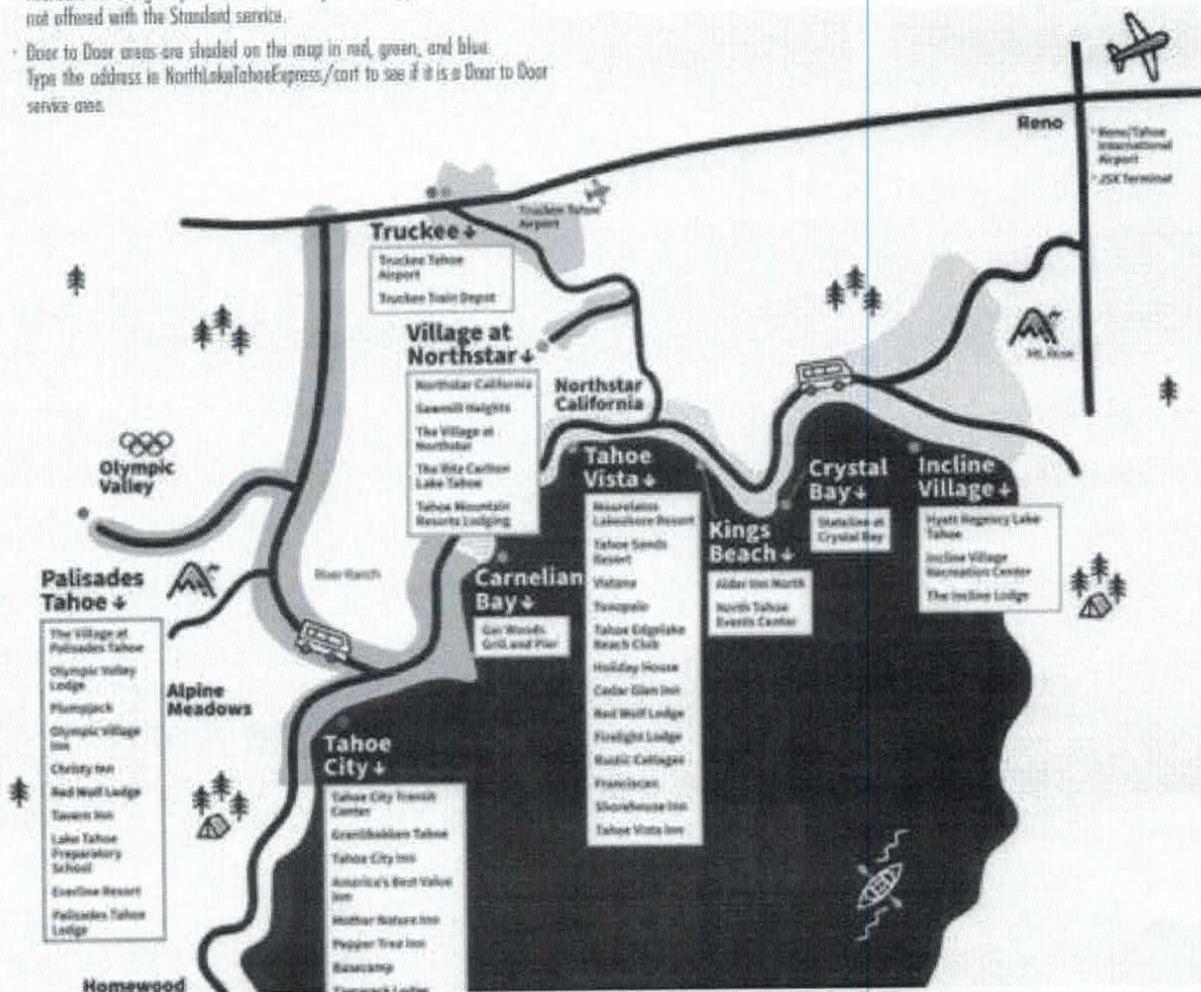


Airport Shuttle

- **Red Route** – Olympic Valley, Tahoe City, West Shore
- **Green Route** – Truckee, Northstar
- **Blue Route** – Carnelian Bay, Tahoe Vista, Kings Beach, Crystal Bay, Incline Village

Door-to-Door Zones

- Red Zone
- Green Zone
- Blue Zone



NORTH LAKE TAHOE EXPRESS

Airport Shuttle

YEAR-ROUND SCHEDULE | DEPARTURE TIMES

RED ROUTE

TO/FROM AIRPORT

OLYMPIC VALLEY, TAHOE CITY,
WEST SHORE LAKE TAHOE

6:00am - 6:30am
8:00am - 8:30am
9:30am - 10:00am
2:30pm - 1:00am
5:00pm - 5:30pm

TO/FROM AIRPORT

OLYMPIC VALLEY, TAHOE CITY,
WEST SHORE LAKE TAHOE

10:00am - 10:30am
12:00pm - 12:30pm
3:00pm - 3:30pm
6:30pm - 7:00pm
12:00am - 1:30am

BLUE ROUTE

TO/FROM AIRPORT

CARMELIAN BAY, TAHOE VISTA,
KINGS BEACH, CRYSTAL BAY,
INCLINE VILLAGE

6:25am - 6:55am
8:25am - 8:55am
10:25am - 10:55am
12:10pm - 12:40pm
3:15pm - 3:45pm

TO/FROM AIRPORT

CARMELIAN BAY, TAHOE VISTA,
KINGS BEACH, CRYSTAL BAY,
INCLINE VILLAGE

10:30am - 11:00am
12:30pm - 1:00pm
7:30pm - 8:00pm

GREEN ROUTE

TO/FROM AIRPORT

TRUCKEE, NORTHSTAR

9:15am - 9:45am
3:00pm - 3:30pm

TO/FROM AIRPORT

TRUCKEE, NORTHSTAR

10:30am - 11:00am
3:15pm - 3:45pm

NLTEx STANDARD RATES

1 Person - One Way Per Person	\$ 99
2 People - One Way Per Person	\$ 70
3 People - One Way Per Person	\$ 65
4 People - One Way Per Person	\$ 60
5 People - One Way Per Person	\$ 55
6-11 People - One Way Per Person	\$ 50

NLTEx DOOR TO DOOR RATES

1 Person - One Way Per Person	\$ 140
2 People - One Way Per Person	\$ 110
3 People - One Way Per Person	\$ 105
4 People - One Way Per Person	\$ 100
5 People - One Way Per Person	\$ 95
6-11 People - One Way Per Person	\$ 90

Booking windows will change based on actual bookings.
The schedule is meant to provide general time availabilities.
Exact times will be displayed when booking.

Please contact North Lake Tahoe Express customer service at
(833) 709-8080 or check with your final destination.

Passenger discounted rates valid for guests traveling on the
same date/shuttle time, utilizing a single reservation. For
additional services and rates call: (833) 709-8080

Funded by: Placer County, Travel North Tahoe Nevada, Truckee
Tahoe Airport District, Town of Truckee, and Washoe County.

Operated by: My Ride to Work, CPEN # 6154

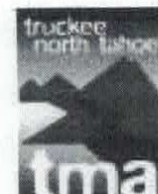


Exhibit B
Program Budget

**North Lake Tahoe Express
Budget 2024-25**

**Program: North Lake Tahoe
Express**

North Lake Tahoe Express Budget

	2024-25 B
Revenues	
Placer County (TOT)	193,112
Travel North Tahoe Nevada	60,843
Washoe County	25,000
Town of Truckee	15,500
Fare box	448,700
TMA Reserves	
Farebox - Future Bookings	
Total	\$448,700
Total Revenue	\$743,155
Expenses	
Contracted Operations	464,145
Program Management	31,668
Marketing Materials/Ad Design	20,000
Marketing Management	10,920
IT/Reservations System	72,850
Bank Fees	15,000
Attorney Fees	500
Total Expenses	\$615,083
Net Balance	\$128,072
Total Reserve	\$399,539

