

FUNDING AGREEMENT

429-F1511

This Agreement made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and Tahoe Prosperity Center, a non-profit organization duly qualified to conduct business in the State of California whose principal place of business is 948 Incline Way, Incline Village, NV 89451 (hereinafter referred to as “TPC”).

WITNESSETH

WHEREAS, the mission of the Tahoe Prosperity Center (TPC) is to promote regional sustainability through economic vitality, environmental stewardship and healthy communities in and around the Lake Tahoe Basin; and

WHEREAS, TPC provides a valuable public service by undertaking projects to expand economic opportunity for all residents of the Lake Tahoe Basin; and

WHEREAS, the County has identified funding for a contribution to TPC in the amount of \$21,000 to be used in support of projects to stimulate the regional economy in the Lake Tahoe Basin.

NOW THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds

Within fifteen (15) days of execution of this Agreement, County will advance funds to TPC in the amount of \$21,000. Funds shall be used solely in support of the following TPC Projects:

Connected Tahoe Project:

A basin-wide survey and speed test data gathering effort on the current levels of Internet speed and cell phone coverage. This data will allow TCP to identify un-served areas and under-served areas in the community in order to develop grant proposals to Internet service providers to install high speed internet in areas where it currently does not exist or is underserved. In addition, TCP will identify the areas where cell phone service is minimal or non-existent and include that in the data gathering and reporting.

Economic Indicators Report and the Land-Use Commodities Program:

TPC is updating the 2010 Prosperity Plan and gathering specific economic indicator data and targets focused on the Tahoe Basin. The plan for this effort is to determine not only what economic indicators should be tracked in order to measure progress toward economic vitality goals, but also to regularly update this information so it is useful for future potential investors in

the region. Data will be made available online and in a written report. In addition, TPC recently completed the Commodities Action Plan as the neutral convener and facilitator of a multi-jurisdictional stakeholder group on land-use commodities issues. TPC will continue to facilitate the planning efforts between governmental jurisdictions, environmental organizations and businesses regarding improvements that can be made to this issue.

Community Revitalization Program:

TPC is working toward reducing barriers to land-use improvements to positive redevelopment of blighted and dated properties. Current draft proposals in the Commodities Action Plan include a variety of potential development code changes, public outreach and education, memoranda of understanding between jurisdictions, and a commodities bank to bring about more transparency in the market and to facilitate improvements for redevelopment that takes out dilapidated development.

Upon County's request, TPC shall provide a statement, in reasonable detail, regarding the disposition of the funds and shall return any unused funds. If any of the advanced funds have not been used for the purpose stated herein, all funds shall be returned to County within sixty (60) days following County's request for repayment.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire one year from the date thereof. Any funds that have not been expended by TPC after the expiration of this shall be returned to County within sixty days of County's request for same.

ARTICLE III

Audits Required: TPC shall submit a year-end audited financial statement covering all fiscal years during which TPC expends funds provided pursuant to this Agreement.

TPC shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided.

TPC's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives.

ARTICLE IV

Audit by California State Auditor: Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the

contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Pamela Knorr, Chief Administrative Officer

or to such other location as the County directs.

Notices to TPC shall be addressed as follows:

TAHOE PROSPERITY CENTER
948 Incline Way
Incline Village, NV 89451
ATTN: Heidi Hill Drum

or to such other location as TPC directs.

ARTICLE VII

Indemnity: TPC shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with TPC 's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, TPC, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of TPC to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE VIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Pamela Knorr, Chief Administrative Officer, or successor.

ARTICLE IX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE X

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Pamela Knorr
Chief Administrative Officer

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- T P C --

By: _____ Dated: _____
Sandy Evans Hall
President and Chair of the Board of Directors
"TPC"

By: _____ Dated: _____
Corporate Secretary