

**Funding Agreement  
Between  
County of El Dorado and Tahoe Fund**

**Funding Agreement #7589**

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Tahoe Fund, a nonprofit public benefit corporation, whose physical address is 10415 Buckhorn Ridge, Truckee, California 96161, and whose mailing address is Post Office Box 7124, Tahoe City, California 96145 (hereinafter referred to as "Grantee");

**RECITALS**

**WHEREAS**, Grantee was founded in 2010 as a registered nonprofit public benefit corporation in the states of California and Nevada and its mission is to enhance the environment of the Lake Tahoe Basin by building broad support and funding for environmental improvement projects that will help restore lake clarity, improve outdoor recreation, and build a strong sense of stewardship of the environmental resources in Lake Tahoe;

**WHEREAS**, In 2010 a digital billboard campaign was unveiled to encourage stewardship and responsible recreation from visitors during their stay in El Dorado County;

**WHEREAS**, Grantee has initiated a Winter 2022-2023, Take Care billboard campaign, for the period of December 12, 2022, through April 16, 2023, to target travelers coming into the Lake Tahoe area with mobile advertisements that seek to limit the environmental impacts of visitation in the Lake Tahoe Basin;

**WHEREAS**, County recognizes and supports the efforts of Grantee by providing funding;

**WHEREAS**, the funding provided herein supports the valuable public service for the preservation, protection, and restoration of Lake Tahoe;

**WHEREAS**, Grantee requested funding for the project prior to the Winter 2022-2023 campaign, but due to administrative oversight, the request for funding was not processed until the campaign was underway;

**WHEREAS**, the Board of Supervisors of the County of El Dorado determines that a public benefit is derived from financially supporting this effort, which will serve to increase education to visitors coming to the Lake Tahoe area;

**NOW, THEREFORE**, the parties do hereby agree as follows:

**ARTICLE I**

**Payment and Use of Funds:** Within forty-five (45) days of execution of this Agreement,

County will advance funds to Grantee in the amount of \$5,000. Funds shall be used solely for the purpose of the Winter 2022-2023 Take Care Billboard Campaign. Grantee 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.

The total amount of this Agreement shall not exceed \$5,000.

Deliverables, if any, shall be submitted via electronic file and Grantee shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2023. Any funds that have not been expended by Grantee after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

## **ARTICLE III**

**Audits Required:** If requested, Grantee shall submit to County a year-end financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee 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. Grantee'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 their duly authorized representatives.

## **ARTICLE IV**

**Audit by California State Auditor:** Grantee 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 Government Code section 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE V**

**Political Activity:** Pursuant to California Government Code §54964, §54964.5, and §54964.6, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

**ARTICLE VI**

**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 VII**

**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 in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado  
Planning and Building Department  
2850 Fairlane Court  
Placerville, California 95667

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Kyle Zimbelman  
Economic and  
Business Relations Manager

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Tahoe Fund  
Post Office Box 7124  
Tahoe City, California 96145

Attn.: Amy Berry  
Chief Executive Officer

or to such other location as Grantee directs.

**ARTICLE VIII**

**Indemnity:** To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

#### **ARTICLE IX**

**Termination:** Either County or Grantee may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination.

#### **ARTICLE X**

**Levine Act:** Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

#### **ARTICLE XI**

**Assignment:** This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

#### **ARTICLE XII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kyle Zimbelman, Economic and Business Relations Manager, Planning and Building Department, or successor.

#### **ARTICLE XIII**

**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 XIV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XVI**

**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.

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

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 4-18-23

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kim Dawson

Dated: 4-18-23

Deputy Clerk

--TAHOE FUND--

By: Amy Berry  
Amy Berry (Mar 31, 2023 12:02 PDT)

Dated: 03/31/2023

Amy Berry  
Chief Executive Officer  
"Grantee"

By: Julie Teel  
Julie Teel (Apr 2, 2023 13:28 PDT)

Dated: 04/02/2023

Julie Teel  
Corporate Secretary

# Tahoe Fund

## Exhibit A

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) 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 contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Grantee'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 \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the Officer(s) by name:

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 \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the Officer(s) by name:

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

03/31/2023

Date

  
Amy Berry (Mar 31, 2023 12:02 PDT)

Signature of authorized individual

Tahoe Fund

Type or write name of company

Amy Berry-Chief Executive Officer

Type or write name of authorized individual