

## Tahoe Regional Planning Agency

### Funding Agreement #6376

**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 Regional Planning Agency, a regional environmental planning agency whose physical address is 128 Market Street, Stateline, Nevada 89449 and whose mailing address is Post Office Box 5310, Stateline, Nevada 89449 (hereinafter referred to as "TRPA").

### RECITALS

**WHEREAS**, the mission of TRPA is to lead a cooperative effort to preserve, restore, and enhance the unique natural and human environment of the Lake Tahoe region, while improving local communities, and people's interactions with our irreplaceable environment;

**WHEREAS**, TRPA is charged with regional planning, development and redevelopment oversight, regulatory enforcement, and implementation of environmental protection and restoration programs for the Lake Tahoe region.

**WHEREAS**, County has determined that the funding provided herein to assist TRPA in its Responsible Recreation and Tourism Initiative will benefit the County from an economic development standpoint and help better manage County's limited resources in Lake Tahoe and sustain infrastructure into the future.

**NOW THEREFORE**, County and TRPA mutually agree as follows:

#### ARTICLE I

**Payment and Use of Funds:** Within forty-five (45) days following the execution of this Agreement, County will disburse the sum of \$10,000 to TRPA solely for the purpose of participating in TRPA's Responsible Recreation and Tourism Initiative. TRPA shall provide a statement, in reasonable detail, regarding the disposition of the funds. Any unused funds or funds not used for the purpose stated herein 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 six (6) months thereafter. Any funds that have not been expended by TRPA after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

#### ARTICLE III

**Reports Required:** TRPA shall submit to County a year-end audited financial statement covering all fiscal years during which TRPA expends funds provided pursuant to this Agreement. TRPA shall maintain 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. TRPA'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. The provision of this ARTICLE III, Reports Required, shall survive termination of this Agreement.

#### **ARTICLE IV**

**Political Activity:** Pursuant to California Government Code §54964 and §54964.5 TRPA 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 V**

**Audit by California State Auditor:** TRPA 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, TRPA 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 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**

**Compliance with Applicable Law:** TRPA will comply with all Federal, State, and local laws and ordinances which are applicable to its programs and projects, including but not limited to non-discrimination provisions.

#### **ARTICLE VIII**

**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:

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

Attn.: Brendan Ferry  
Deputy Director of Tahoe Planning  
And Stormwater

With a copy to:

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

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to TRPA shall be addressed as follows:

Tahoe Regional Planning Agency  
Post Office Box 5310  
Stateline, Nevada 89449

Attn.: Joanne Marchetta, Executive Director

or to such other location as TRPA directs.

#### **ARTICLE IX**

**Change of Address:** In the event of a change in address for TRPA's principal place of business, TRPA shall notify County in writing pursuant to the provisions contained in this Agreement under the ARTICLE VIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by the County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE X**

**Indemnity:** To the fullest extent permitted by law, TRPA 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 TRPA 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 TRPA to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**ARTICLE XI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Deputy Director of Tahoe Planning and Stormwater, or successor.

**ARTICLE XII**

**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 XIII**

**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 (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XIV**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XV**

**No Third Party Beneficiary:** Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

**ARTICLE XVI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XVII**

**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: *Aori Parker*  
Board of Supervisors  
"County"

Dated: 5-18-22

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: *Kyle Kuper*  
Deputy Clerk

Dated: 5-18-22

-- TAHOE REGIONAL PLANNING AGENCY --

By: DocuSigned by:  
*Joanne S. Marchetta*  
30F8FECF824143C...  
Joanne Marchetta  
Executive Director  
"TRPA"

Dated: March 28, 2022

By: DocuSigned by:  
*John Marshall*  
59AEA0759AA747B...  
John Marshall  
General Counsel

Dated: March 28, 2022