

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the TRUCKEE TAHOE AIRPORT DISTRICT ("TTAD"), a California Airport District and the BOYS AND GIRLS CLUB OF NORTH LAKE TAHOE ("BGCNLT"), a Nevada 501(c)(3) corporation authorized to transact intrastate business in the State of California and is made with reference to the following facts:

RECITALS

- A. BGCNLT desires to expand and enhance its STEM (Science, Technology, Engineering and Math) opportunities for youth and families throughout the Truckee-North Lake Tahoe region.
- B. TTAD desires to provide funding for the enhancement and expansion of BGCNLT's STEM Program as this will not only increase the visibility of TTAD as part of their outreach program, it will also encourage careers in aviation and facilitate awareness and understanding of the Truckee Tahoe Airport.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. All of the above Recitals are true and correct.
2. TTAD agrees to pay to BGCNLT, the sum of \$45,000 per year for three years, with the payments being made on or before the following dates: 7/31 2015, 7/31 2016, 7/31, 2017.
3. BGCNLT shall utilize those funds only for the expansion and enhancement of its STEM Programs, including but not limited to the following items:
 - a. Full-time STEM Coordinator. A year round full time STEM Coordinator who is tasked with creating and implementing education programs and activities with a special focus on STEM and aviation. This person will ensure that there are daily opportunities for children to engage in STEM and/or aviation lessons across the region. This person will do at least eleven one hour presentations in fifth grade class rooms in the Tahoe Truckee Unified School District in March and April in each of the three years to set up the curriculum for their Challenger field trip.
 - b. Shared Resources for the Community. The program curriculum, activities and resources will be made available to all local youth serving agencies. The Coordinator shall also be a liaison between TTAD and BGCNLT and other agencies in the region to coordinate the distribution of these resources and shall also be responsible for scheduling curriculum and resources and scheduling events, classes and programs.

- c. Assistance with Implementation and Expansion of the Mission to Mars Camp. Provide qualified youth development professionals to assist with running the camp and shall help to expand the camp from the current twelve students to thirty-six students. BGCNLT shall also assist with recruitment of new students with a special emphasis on children who live on the North Shore area of TTAD. BGCNLT shall also assist with transportation needs to and from camp with their own transportation.
 - d. Creation of New Summer Specialty Camp. BGCNLT shall create a new summer specialty camp introducing younger students to aviation and aerospace. This camp shall serve between twelve to fifteen youth in second through fifth grades. BGCNLT shall use both club and airport resources (such as TTAD's flight simulator). This program is intended to be a "lead in" for students to continue on to the "Mission to Mars" Camp in future years.
 - e. Santa Fly-In. BGCNLT shall also provide staffing, planning assistance and program support for TTAD's "Santa Fly-in" Program in December of each of the three years.
 - f. Program Evaluation. BGCNLT shall provide program evaluation and data to TTAD regarding attendance in programs, outcomes and outreach.
 - g. Recognition of TTAD.
 - h. Additional Assistance. BGCNLT shall also provide additional assistance with airport projects within its scope of expertise on airport projects on an as needed basis.
4. BGCNLT represents that the programs described above shall be carried out by BGCNLT per the budget attached hereto as Exhibit A and incorporated herein by reference and that the funds provided by TTAD shall be utilized as set forth on Exhibit A. Any increase in those costs or any additional costs shall be the responsibility of BGCNLT.
 5. In addition to the funding described above, TTAD shall also provide:
 - a. Resources, guidance and tools for the aviation curriculum and
 - b. Appropriate space for summer camps, programming, etc.
 6. Miscellaneous provisions. The parties agree that although they intend to work together for the betterment of both parties and the citizens and youth of the Truckee-North Lake Tahoe area, this agreement does not create a partnership, joint venture or employment agreement between the parties.
 7. Assignment. Neither this agreement nor any duties or obligations under this agreement may be assigned by either party without the prior written consent of the other.

8. Indemnity. To the fullest extent permitted by law, each party shall hold harmless and indemnify the other from and against any and all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any person or damages to property, economic and consequential damages and attorney's fees) asserted by third parties against the other party to this Agreement; provided, however, that neither party to this Agreement shall be required to indemnify the other from the consequences of such party's own negligence, intentional wrongful act of omission.
9. This agreement shall be for a period of three years and shall automatically terminate at the conclusion of the payment and program services at the end of three years. Nothing in this agreement shall prevent the parties from renewing or extending this agreement.
10. Termination on Occurrence of Stated Events. This agreement will terminate automatically on the occurrence of any of the following events:
 - (a) Bankruptcy or insolvency of either party.
 - (b) Cessation of the business of either party.
 - (c) Assignment of this agreement by either party without the written consent of the other party.
11. Notices. Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the third day after mailing.

Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, California, 96161
Attention: General Manager

Boys & Girls Club of North Lake Tahoe
P.O. Box 1617
Kings Beach, California, 96143

12. Entire Agreement of the Parties. This agreement, including Exhibit A, supersedes any and all agreements, either oral or written, between the parties with respect to this Agreement and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.

13. 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.

14. Attorneys Fees. If any legal action, including an action for declaratory relief and any matter submitted to arbitration, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

15. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of California.

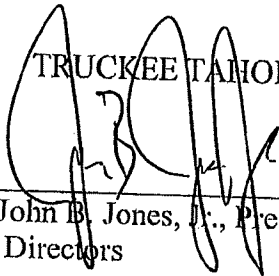
Executed at Truckee, California, on the date opposite each party's signature.

DATED:

4/17/15

TRUCKEE TAHOE AIRPORT DISTRICT

By:

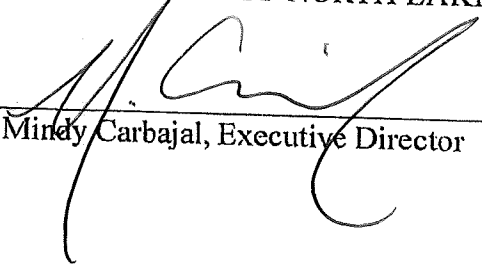

John B. Jones, Jr., President of the Board of Directors

DATED:

5/18/15

BOYS & GIRLS CLUB OF NORTH LAKE TAHOE

By:


Mindy Carbajal, Executive Director