

GREENHOUSE GAS REDUCTION COALITION
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered by and between TAHOE TRUCKEE COMMUNITY FOUNDATION, a California Non-Profit (“TTCF”); TOWN OF TRUCKEE, a California municipal corporation (“TRUCKEE”); and TRUCKEE TAHOE AIRPORT DISTRICT, a California Special District; and the TRUCKEE DONNER PUBLIC UTILITY DISTRICT, a California Special District (hereinafter referred sometimes referred to individually as “Party” or collectively as “Parties”).

1. Overview and Background

The Parties wish to enter into this MOU to detail the Parties’ rights, participation and obligations for managing funds for the start-up Climate Transformation Alliance (CTA) (“Project”).

2. Designation of Fiscal Agent

The Parties agree to designate TTCF, to serve as the fiscal agent of the collected funds for the Project. Additionally, the Parties agree to TTCF’s involvement in the project as programmatic oversight and strategy partner. With TTCF as the fiscal agent, the Parties agree to jointly oversee the project process and provide input at important Project milestones in the final Project.

3. Fiscal Agent Responsibilities

- A. Creation of Fund. The fund hereby created shall be known as the Climate Transformation Alliance (CTA) Fund (the “Fund”). All money and property transferred to the Fund shall be revocable if the Project is terminated prior to completion minus applicable TTCF administrative services fee. Dollars distributed from the fund are intended to fund contracts and consultants to implement the work of the Project. Distributions are not intended for grants, prizes or other competitive type activities.
- B. Management of Fund. The Foundation shall receive and distribute the funds for the Project. TTCF will be responsible for timely review and payment of all invoices and expenses.
- C. Contracts. If necessary, enter into contract agreements on behalf of the Project. Provide oversight for any contracts.
- D. Status Reports. Provide a quarterly statement of value of the Fund.
- E. Facilitation and Advisory Consultation. TTCF will oversee programmatic execution, participate from time to time at meetings, and provide any strategic guidance as appropriate through assigned TTCF staffing.

4. Management Fees

- A. TTCF will charge a 10% fee on all assets in the fund (direct and indirect) per services provided as fiscal agent for the agreement period.

5. Term of MOU

The Term of the MOU will begin on the date of the last signatory to this MOU and shall terminate by June 30, 2023.

6. Records and Audits

TTCF will maintain completed detailed financial records according to TTCF's Records Retention Policy. Upon reasonable notice, any Party shall have the right to audit or inspect such records. TTCF agrees to cooperate in any audit or inspection conducted by a Party or Parties relating to the Project Funding.

7. Indemnification

The Parties shall indemnify, defend and hold one another harmless from and against any and all loss, liability, cost, claim, cause of damage (collectively, "Claims") arising from or related to responsibilities set forth in this MOU, except to the extent the same are attributable to the gross negligence or willful misconduct of any individual Party.

8. Notices

All notices required by this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid to the following addresses:

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

9. Authority to Execute

Each Party represents that he or she has the legal authority to execute this MOU.

The Parties hereby execute this MOU as of the date written below.

Tahoe Truckee Community Foundation
PO Box 366
Truckee, CA 96160
Stacy@ttcf.net
530-587-1776

Tahoe-Truckee Airport District
10356 Airport Road
Truckee, CA 96161
ksmith@fly2trk.com
530-587-4119

Stacy Caldwell, CEO

Kevin Smith, General Manager

Town of Truckee
10183 Airport Road
Truckee, CA 96161
jcallaway@townofTruckee.com
530-582-7700

Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, CA 96161
Brianwright@tdpud.org
530-582-3957

Jennifer Callaway, Town Manager

Brian Wright, General Manager