

TRUCKEE TAHOE AIRPORT DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of February 01, 2024 by and between the Truckee Tahoe Airport District, a public agency organized and operating under the laws of the State of California with its principal place of business at 10356 Truckee Airport Rd., Truckee, CA 96161 (“District”), and the Tahoe Truckee Community Foundation, a California non-profit corporation with its principal place of business at 11071 Donner Pass Road, Truckee, CA 96161 (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

Administration of the District’s Agency Partnership Program (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. This contract covers a 35 month period in which three Agency Partnership Proposal Cycles will be managed by the Consultant. With each Proposal Cycle, the District will pay a flat fee for services of \$30,000 annually. Payments to Consultant for work will be made on an annual basis in the calendar year of which services are rendered and prior to year end.

Proposal Cycle 1 - Fall/Winter of 2024

Proposal Cycle 2 - Fall/Winter of 2025

Proposal Cycle 3 - Fall/Winter of 2026

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Term

The term of this Agreement shall be from February 01, 2024, to December 31, 2026 unless earlier terminated as provided herein.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the

circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate
for bodily injury, personal injury, and property
damage

Automobile Liability \$1,000,000
combined single limit

Employer's Liability \$1,000,000
per accident or disease

Professional Liability \$1,000,000
per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including

the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

13. [Deleted]

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of

undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. [Deleted].

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Nevada, State of California.

17 Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original notes, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original notes, written reports, and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

19. Organization

Consultant will assign Phyllis McConn as project lead on staff as one point of contact. If project lead changes, District will be notified.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Truckee Tahoe Airport District
10356 Truckee Airport Rd.
Truckee, CA 96161
Attn: Robb Etnyre, General Manager

CONSULTANT:

Tahoe Truckee Community
Foundation
PO Box 366
Truckee, CA 9610
Attn: Phyllis McConn

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other

agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement. Consultant and District agree to respond in a timely manner to request within 2-3 business days. Necessary background information, documentation and meeting details provided by either party should be as complete and accurate as professionally possible.

29. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

Signature Page for professional Services Agreement

Between Truckee Tahoe Airport District and Tahoe Truckee Community Foundation

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TRUCKEE TAHOE AIRPORT DISTRICT

BY: _____ DATE: _____

Robb P. Etnyre, General Manager
Truckee Tahoe Airport District

10356 Truckee Airport Rd., Truckee, CA 96161
(530) 587-4119

BY: _____ DATE: _____

Rick Stephens, Board President
Truckee Tahoe Airport District

BY: _____ DATE: _____

Josh Nelson, Counsel for Truckee Tahoe Airport District
Best, Best & Krieger LLP
500 Capital Mall, Sacramento, CA 95814

TAHOE TRUCKEE COMMUNITY FOUNDATION

BY: _____ DATE: _____

Stacy Caldwell, CEO
Tahoe Truckee Community Foundation

11071 Donner Pass, Rd., Truckee, CA 96161
(530) 587-1776

BY: _____ DATE: _____

Geoff Edelstein, Board Chair
Tahoe Truckee Community Foundation

EXHIBIT A

Scope of Services

Scope of Services	Action Items
Scheduling annual application cycle	<ul style="list-style-type: none">• Confirm TTAD board-adopted annual goals and objectives, focus areas of impact, timeline, criteria, funding amount and structures needed to incorporate into annual AP cycle• Coordinate with other agencies and counties on priorities, advise TTAD accordingly.• Align with TTAD staff for agendaizing all necessary public process milestones for board packet inclusion and TTAD board meeting• Develop process timeline for all phases of annual cycle, shared communication & outreach materials for TTAD approval• Build out online eligibility quiz, application, and evaluation process; create training materials, scoring rubric incorporating any year over year revisions needed• Launch online application process on agreed upon start date and duration (minimum 4 weeks)
Outreach & Communications	<ul style="list-style-type: none">• Develop appropriate public communications for social media and email distribution for all phases of cycle; secure TTAD approval and cross promote between TTCF and TTAD• Schedule public workshop/information session for interested applicants; prepare presentation materials• Hold virtual/in person/hybrid (as allowed) public workshop, record and provide link to recording for future use (if applicable)• Provide ongoing guidance and response to applicant questions

Pre-Qualifying & Vetting;
Accepting Applications

- Manage eligibility phase to review early interest, qualify applicants, verify agency partnerships and other due diligence to narrow down finalists
- Confirm AP applicability guidelines, mission statement, and legal guidelines for use of property tax dollars are met
- Monitor all applications in progress; communicate with applicants to ensure complete proposal submission by published deadline

<p>Community Review Cycle & Committee Management</p>	<ul style="list-style-type: none"> ● Recruit committee members to meet geographic, public process experience (desired, not required), and other measures of diverse representation to provide community voice to process ● Prepare and provide committee onboarding and training for PI 311, scoring rubric, and navigating software ● Secure annual compliance documentation for conflicts of interest and confidentiality from each committee member ● Assign applications for individual review and scoring (allow 2-3 weeks minimum for individual review, depending on number of applications) ● TTCF staff review proposals, financial information, agency partner resolutions, and perform other elements of due diligence ● Convene full committee to review compilation of individual scores and the resulting rating and ranking of proposals in order to reach consensus and gather feedback for recommendations to TTAD board ● Debrief and survey committee for feedback
<p>Funding Recommendations and Approvals</p>	<ul style="list-style-type: none"> ● Prepare staff reports and Board presentation materials of committee funding recommendations ● Present Ratings and Rankings with recommendations to TTAD board for approval in public board meeting; respond to questions or public comment as appropriate ● Once TTAD approval obtained, notify approved recipients and declined applicants ● Announce approved recipients and share communications with TTAD staff
<p>Partner and Award Management</p>	<ul style="list-style-type: none"> ● Invoice award recipients; submit compiled invoices with Form W-9 (for first time recipients) to TTAD staff for processing and payment ● Prepare funding contracts with expected deliverables, outcomes, and milestone reporting requirements for each recipient ● Monitor recipients to ensure expectations are met for communications and branding

	<p>for TTAD acknowledgement.</p> <ul style="list-style-type: none"> ● Request interim reports (if board directs) and final evaluation reports; compile for board packet inclusion
<p>Post-Approval Airport Reporting and Process Improvement</p>	<ul style="list-style-type: none"> ● Produce updates, reports and presentations for Airport staff to share with TTAD Board in packets or in public. <ul style="list-style-type: none"> ○ Key milestones include: <ul style="list-style-type: none"> ● Public announcement of funds awarded ● Annual recap of funding, partnerships and community impact achieved ● Debrief with TTAD staff after each annual cycle to discuss process improvements and needed revisions for following cycle

EXHIBIT B

Schedule of Charges/Payments

This contract covers a 35 month period in which 3 Agency Partnership Proposal Cycles will be managed by the Consultant. With each Proposal Cycle, the District will pay a flat fee for services of \$30,000 annually. Standing fee is dependent on one annual cycle with predetermined criteria. Changes or additions to the cycle, criteria or policies could result in additional fees to cover staff time and communications. Payments to Consultant for work will be made on an annual basis in the calendar year of which services are rendered and prior to year end.

Proposal Cycle 1 - Fall/Winter of 2024

Proposal Cycle 2 - Fall/Winter of 2025

Proposal Cycle 3 - Fall/Winter of 2026