

# AGENCY FUNDING AGREEMENT

TRUCKEE TAHOE AIRPORT DISTRICT

&

X

This Agreement is made by and between the Truckee Tahoe Airport District ("TTAD"), a California Airport District, and , a California fire protection district, in support of Project. TTAD and XXXXXXXXXXXXXXXXXXXX are collectively referred to herein as the "Parties" and individually as a "Party" with reference to the following facts:

A. TTAD has an active community outreach program to support projects of mutual benefit to the persons within TTAD boundaries with public agencies and non-profits. Such outreach programs are more fully described in TTAD's policy instructions and procedures.

B. [REDACTED] is a California public fire protection district providing services within the Truckee Tahoe Airport District. The Board of [REDACTED] is in support of [REDACTED] project, which serves a common constituency. [REDACTED] is assisting in this effort by donating \$100,000 toward the project.

C. [REDACTED] requested TTAD funding for the Project, [REDACTED], in the amount of \$ [REDACTED] toward the total project cost of \$ [REDACTED].

D. [REDACTED] represents and warrants that it has properly and fully completed TTAD's "Agency Partnership Request Application" and complied with all requirements for a funding request, including but not limited to obtaining [REDACTED] Resolution No. [REDACTED] on J [REDACTED]. Notwithstanding the use of the word "Partnership" in the referenced form, neither that form nor this Agreement nor any other dealings involving the Parties hereto is intended to establish a partnership.

E. The TTAD Board read and considered [REDACTED] project application, [REDACTED] TTAD's staff report, and obtained public input and fully discussed and considered [REDACTED] application at their April 24, 2024 Board Meeting and approved funding of \$ [REDACTED] to be used towards Completing the Project subject to the terms, conditions and provisions set forth below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. All of the above recitals are true and correct.
2. TTAD shall pay to [REDACTED] the sum of \$ [REDACTED] ("TTAD Funds"), to be paid in the ordinary course of TTAD's procedures for processing payments, after this Agreement has been signed by both Parties.

3. [REDACTED] shall utilize the TTAD Funds only towards the [REDACTED]. Any funds not utilized by [REDACTED] for the above-identified Project within 18 months of the date of execution of this Agreement shall be immediately returned to TTAD, unless extension for utilization is otherwise approved.

4. [REDACTED] shall comply with all requirements and representations of their "Agency Partnership Request Application" as directed by TTAD, including but not limited to:

- a. [REDACTED] will recognize TTAD throughout its marketing and promotional materials for this funding. This recognition shall be substantially similar to the recognition provided to other program donors of similar size; the term of this recognition shall be the term of the report requirement set forth in this Section, with the exception of permanent signage.
- b. Specifically, TTAD will be recognized as indicated by [REDACTED] in their Agency Partnership Request Application and as documented in Attachment A – Plan for TTAD Recognition.
- c. Notwithstanding the use of the word "Partnership" in the referenced application, neither that application nor this Agreement nor any other dealings involving the Parties hereto is intended to establish a partnership or other business entity between the Parties.

5. [REDACTED] shall indemnify, defend with counsel appointed by TTAD, and hold TTAD and TTAD's officers, directors, employees, agents, and volunteers harmless from any and all claims, losses, causes of actions, liabilities, and other matters (including attorney's fees, costs, and other reasonable and necessary expenses) asserted that, in whole or in part, arise out of, relate to, result from, or are incident to (1) the negligence (active or passive, ordinary or gross), recklessness, or willful misconduct of [REDACTED] or its officers, directors, employees, agents, and volunteers, (2) the breach of this Agreement by [REDACTED], (3) any funds disbursed by TTAD pursuant to this Agreement, (4) the Project or the TTAD Funds, or (5) any of the activities contemplated by [REDACTED] under this Agreement.

6. [REDACTED] shall complete an online final project evaluation report no later than one year and one month after the effective date of this Agreement. The evaluation report will address the Measures of Success as stated in their application and outlined in Attachment B - Project Success Measures and Metrics. [REDACTED] further agrees to provide a progress report to the TTAD Board at a regular board meeting should the board make such a request. Said report shall include, but not be limited to, an accounting of the funds utilized to date, and an update on the general use and functions of the [REDACTED].

7. This Agreement is the full and complete agreement of the Parties and no

prior discussion, agreement, or representation, whether written or oral, may be used to define or interpret this Agreement. It may be modified, amended, or cancelled only by written agreement signed by both Parties.

8. In the event of any litigation between the Parties hereto, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs. To the furthest extent permitted by law, any such litigation shall be heard in the Truckee Branch of the Superior Court of California for the County of Nevada.

9. This Agreement is the result of the mutual negotiations between the Parties and this Agreement shall not be construed in favor of or against either Party, regardless of the drafting Party.

10. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**TRUCKEE TAHOE AIRPORT DISTRICT, BY:**

10356 Truckee Airport Rd., CA 96161

Dated: \_\_\_\_\_  
[REDACTED], Board Chair

Dated: \_\_\_\_\_  
Robb Etnyre, General Manager

APPROVED AS TO FORM

Dated: \_\_\_\_\_  
Joshua Nelson, District Counsel (BBK Law)

[REDACTED] BY:

[REDACTED]

Dated: \_\_\_\_\_  
[REDACTED]

# AGENCY FUNDING AGREEMENT

TRUCKEE TAHOE AIRPORT DISTRICT & [REDACTED]  
[REDACTED]

## Attachment A – Plan for TTAD Recognition

- [REDACTED] will acknowledge the support of TTAD via press release/social media/imagery
- TTAD logo and declaration “Major funding provided in part by the Truckee Tahoe Airport District” on [REDACTED] website where applicable, newsletters, social media, and at public meetings including [REDACTED]
- Incidents involving the use of equipment funded through TTAD that gain media attention are also opportunities to recognize TTAD.

# AGENCY FUNDING AGREEMENT

TRUCKEE TAHOE AIRPORT DISTRICT & [REDACTED]  
[REDACTED]

## Attachment B - Project Success Measures and Metrics

Metric 1: Square miles protected (primary)

Metric 1 Projected: [REDACTED]

Metric 2: [REDACTED]

Metric 2 Projected: [REDACTED]

Metric 3: [REDACTED]

Metric 3 Projected: [REDACTED]