

SAMPLE FUNDING AGREEMENT

This Agreement is entered into between the Sacramento Metropolitan Air Quality Management District (SMAQMD), a public agency of the State of California, and Great Valley Center, (GVC).

1.0 Recitals

- 1.1 Health and Safety Code Section 41014 authorizes the SMAQMD to conduct public education, marketing, demonstration, monitoring, research and evaluation programs and projects respecting transportation emission control measures.
- 1.2 GVC is a non-advocacy, non-partisan organization focusing on growth issues of a nineteen county area stretching from Redding to Bakersfield.
- 1.3 GVC intends to develop and distribute the Great Valley Center's 2005 report entitled "The State of the Great Central Valley of California: The Environment".
- 1.4 The 2005 Great Valley Center Report provides unbiased public information on the state of a number of environmental indicators including: air quality, water quality, land use, species and habitats and resources.
- 1.5 Because the information provided in the Great Valley Center Report furthers the public education mission of the SMAQMD, the SMAQMD Board of Directors has authorized funding for this report and authorizes the APCO to enter into this funding agreement.

2.0 Terms and Conditions

The parties agree to the terms and conditions listed below:

- 2.1 **Purpose of Agreement:** GVC will produce and distribute the publication entitled "The State of the Great Central Valley of California: The Environment."
- 2.2 **Term of Agreement:**
The term of this Agreement will commence upon execution of all parties and terminate June 30, 2006.
- 2.3 **Payments:**
Upon execution of this Agreement by both parties, GVC may invoice the SMAQMD in the amount of \$20,000. Upon publication of "The State of the Great Central Valley of California: The Environment," GVC must submit one copy to SMAQMD for its files.
- 2.4 **Status of GVC:** GVC is an independent organization, and no relationship of employer-employee exists between SMAQMD and GVC, or GVC's employees, subcontractors, or consultants. Accordingly, GVC, its employees, subcontractors and consultants do not have any of the entitlements of a SMAQMD employee.

- A. **Direction and Control:** GVC is subject to the control and direction of SMAQMD regarding the use of the funds allocated under this Agreement and the results to be accomplished under this Agreement, but not the means, methods, or sequence used by GVC for accomplishing the tasks and results.
- B. **Direction of Third Parties:** If GVC employs any third persons, these persons will be under the exclusive control of GVC. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by GVC.
- C. **Taxes:** SMAQMD will not make any deductions or withholdings from the funds paid to GVC. GVC must issue all forms required by federal and state laws for income and employment tax purposes, including 1099s, W-2 and 941 forms, for all of GVC's assigned personnel.

2.5 **Indemnification:**

GVC will indemnify and defend SMAQMD, its officers, agents, employees and volunteers from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of their performance of this Agreement. SMAQMD will indemnify and defend GVC, its board, officers, agents, and employees, from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of SMAQMD in its performance of this Agreement.

2.6 **Alteration:** No alteration or variation of the terms of this Agreement is valid unless made in writing and signed by both parties.

2.7 **Termination:**

Either Party may terminate this Agreement without cause upon thirty (30) days written notice served upon the other Party. Any funds not expended as of the termination date will be returned to SMAQMD.

2.8 **Notices:**

Any notice, demand, request, consent, or approval that either party hereto may be or is required to give the other, must be in writing, and be either personally delivered or sent by prepaid, certified first class mail, return receipt requested, addressed as follows:

To Placer	To SMAQMD
Carol Whiteside President Great Valley Center 201 Needham Street Modesto, CA 95354 Phone: (209) 522-5103 Fax: (209) 522-5116	Larry Greene Air Pollution Control Officer SMAQMD 777 12 th Street, Suite 300 Sacramento, CA 95814 Phone (916) 874-4802 Fax (916) 874-4805

- A. **Change of Address:** Either party may change the address for service by giving 15 days advance written notice to the other party.
- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received (i) upon delivery if personally delivered, (ii) on the 5th day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

2.9 **Audit of GVC Records:**

GVC will maintain appropriate financial records, and SMAQMD may demand access to these financial records to perform an audit. GVC must make these records available to SMAQMD within 90-days after receiving a request for the records.

2.10 **Severability:**

If any provision of this Contract is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement and this Agreement will be construed and enforced as if the invalid or unenforceable provision had not been included.

2.12 **Statutory Limitations:**

This Agreement and any payments for compensation and expenses are subject to the provisions and limitations imposed by federal and State law. SMAQMD has no liability for payment of any compensation and expenses that are found to be in contravention of federal or State law. GVC reimburse SMAQMD for any funds paid by it under this Agreement that are later determined to be in contravention of any federal and State law.

- 2.13 **Contract Manager:** **Barbara Crawford** is the SMAQMD's named Contract Manager for this Agreement. It is the responsibility of the Contract Manager to: 1) verify compliance with the terms and conditions of the Agreement and 2) ensure that funding is available to pay approved invoices.

Executed by:
Sacramento Metropolitan Air
Quality Management District

Reviewed by:

Larry Greene
Air Pollution Control Officer

Kathrine Pittard
District Counsel

Great Valley Center

Carol Whiteside
President