

Attachment A: Draft Agreement

**Donner Lake Litter Art Transfer Agreement between the Town of Truckee and Truckee
Donner Recreation and Park District**

This Donner Lake Litter Art Transfer Agreement ("Transfer Agreement"), dated for convenience _____ is entered into by and between the Town of Truckee, a municipal corporation of the State of California (the "Town") and Truckee Donner Recreation and Park District, a recreation and park district formed pursuant to California's Recreation and Park District Law ("TDRPD") (each individually, a "Party" or collectively, the "Parties").

RECITALS

- A. Town is working to place a sculpture at the Donner Lake Boat Launching Facility, located at 15511 Donner Pass Road, Truckee, California, 96161, and TDRPD is the owner of that certain real property (the "TDRPD Property").
- B. The Town has retained an artist to create and install a "Recycled Sculpture" (the "Art") on the TDRPD Property, under the terms of the January 10, 2023 agreement between the Town and Broke But Grand, LLC dba BUILDING 180 ("Consultant"), attached hereto as Exhibit A ("Artist Agreement") and incorporated herein by reference.
- C. Town intends to arrange for the installation of the Art to the satisfaction of TDRPD and in substantial conformance with TDRPD requirements.
- D. Upon completion and acceptance of the Art, Town desires to transfer ownership of the Art to TDRPD and TDRPD intends to assume maintenance responsibilities as well as comply with the requirements of the Artist Agreement.

AGREEMENT

In reliance upon the foregoing, in consideration of the mutual promises and covenants herein exchanged and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Town and TDRPD mutually agree as follows:

Section 1. Obligations.

The Town shall transfer ownership of Art within three months of acceptance by the Town. Such acceptance will occur once the Art is installed and all Consultant invoices have been paid by the Town. Such transfer will be documented with a letter from Town to TDRPD.

Once ownership is transferred, TDRPD will assume all maintenance responsibilities and obligations outlined in the Artist Agreement, including, but not limited to, periodic maintenance, limitations and responsibilities related to promotional use, artwork copyright and artist rights, and notifying the artist prior to removal of the Art.

Section 2. Waiver.

No waiver of any default hereunder shall constitute a waiver of any other default or breach of a covenant, condition, or term. In no event shall any such waiver constitute an estoppel, past practice, or contractual right.

Section 3. Notices.

All notices required by this Agreement shall be sent first-class mail or personally delivered to the persons and addresses set forth in Exhibit B attached hereto. Such addresses may be amended from time to time by changes to Exhibit B, which shall not be deemed or construed an amendment to this Agreement.

Section 4. Authority.

Town and TDRPD represent that they have the authority to enter into this Agreement and perform its terms. Each party warrants that the individuals signing this Agreement have the legal authority to do so and bind each party to perform the obligations set forth herein.

Section 5. Miscellaneous Provisions.

Time is of the essence of this Agreement and all parties agree to proceed with due diligence to fulfill its terms. This Agreement shall be interpreted in accordance with the laws of the State of California, and the exclusive jurisdiction and venue over any litigation arising here from shall be the appropriate court of Nevada County, California. This Agreement contains the entire agreement between the parties with regard to all matters contained herein and supersedes all previous discussions, representations, and correspondence between the parties. If any provision of this Agreement shall be declared void, voidable, illegal or unenforceable by any court of competent jurisdiction, administrative panel or arbitration panel, such declaration or finding shall not void or cancel the other provisions of this Agreement, which shall remain binding upon the parties. No modification of this agreement may be made except in a recorded writing signed by all parties that is approved in the manner required by California law for contracting with municipal corporations. This Agreement may be signed in counterparts, each of which shall constitute an original and collectively shall constitute one instrument. The parties hereto have independently reviewed this Agreement and no presumption shall arise from the fact that it was prepared by or at the request of either party. The parties shall fully cooperate with each other in performance of this Agreement, including execution of any and all reasonably required documents and take any reasonably required further acts. The maintenance obligations contained in this Agreement shall survive its termination or expiration. The Recitals set forth above and the Exhibits attached to this Agreement are acknowledged and agreed by the parties to be true and correct and are hereby incorporated into the Agreement as if fully set forth herein.

Section 6. Parties Bound.

The provisions of this Agreement shall be binding upon TDRPD and its heirs, executors, administrators, legal representatives, successors, and assigns.

In witness whereof, the parties have executed this Agreement on the date first set forth above.

**Town of Truckee,
a municipal corporation of the State of California**

By: _____

Name: Jen Callaway

Title: Manager, Town of Truckee

Truckee Donner Recreation and Park District

By: _____

Name: _____

Title: _____

EXHIBIT A

Artist Agreement between Town of Truckee and Building 180

[see following pages]

BUILDING 180

ARTWORK CONSULTING PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 10th day of January, 2023, by and between The Town of Truckee, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 10183 Truckee Airport Road, Truckee, California, 96161 ("Town"), and Broke But Grand, LLC dba BUILDING 180, a California limited liability company ("Consultant"). Town and Consultant are each referenced herein as a "Party" and collectively the "Parties".

RECITALS

- A. Town is working to place a sculpture at the Donner Lake Boat Launching Facility, which is under jurisdiction of the Truckee Donner Recreation and Park District ("TDRPD"). The TDRPD is the owner of that certain real property located at 15511 Donner Pass Road, Truckee, California, 96161 (the "TDRPD Site"), and Town intends to arrange for the creation and installation of a "Recycled Sculpture" on the TDRPD Site (the "Project") to the satisfaction of Town and TDRPD and in substantial conformance with TDRPD requirements.
- B. Town desires to engage Consultant to provide services consisting of procuring and managing one or more artist(s) (collectively, "Artist") to create custom artwork(s) (collectively, the "Artwork"), as more specifically described in **EXHIBIT A** attached hereto, for installation and display.
- C. Subject to the terms and conditions set forth in this Agreement, the Parties wish to arrange for Consultant to engage Artist(s) to design, develop, and create the Artwork, and install the Artwork at the designated installation site to the satisfaction of Town and in substantial conformance with the Artist's Concept Design as outlined in **EXHIBIT A**.
- D. Consultant and Town wish to involve Clean Up The Cayes, a Washington corporation ("Partner") in the development of the Artwork to the extent practical while still adhering each Party's obligations, requirements, policies of each Party, described herein or otherwise established.

NOW, THEREFORE, in consideration of the mutual promises, the above-described recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE AND SCHEDULE OF SERVICES.

1.1 **GENERAL SCOPE.** Consultant shall perform, and shall ensure that Artist performs, those services specified in detail in the attached **EXHIBIT A**, entitled "SCOPE OF WORK," and referred to in this Agreement as the "Services." Consultant shall arrange for the installation of the Artwork by a third party on the TDRPD Site as set forth in the attached **EXHIBIT A**.

1.2 **ENGAGEMENT OF ARTISTS.** Consultant shall enter into written agreements with Town-selected Artist or Artists for the purposes of executing the Services included in **EXHIBIT A**, and shall be responsible for ensuring compliance by Artist(s) with the obligations set forth therein.

1.3 **SCHEDULE OF PERFORMANCE.** The Services shall be completed according to the schedule set out in the attached **EXHIBIT C**, entitled "SCHEDULE OF PERFORMANCE," and as may be amended from time to time by mutual written agreement of the Parties.

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2. RESPONSIBILITIES OF CONSULTANT

2.1 **STANDARDS.** Consultant shall perform, and shall require the Artist to perform, the Services consistent with the highest standards of professional skill and care exercised by experienced and sophisticated consultants practicing in the same or similar locality under the same or similar circumstances. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

2.2 **PERSONNEL.** Consultant has, or will secure at Consultant's expense, all personnel required to perform Consultant's Services.

2.3 **COORDINATION.** Consultant acknowledges that it is an essential element of the Consultant's Services to coordinate with Town staff, project design team and other persons who may be involved with the development of the Artwork design, fabrication and installation. Consultant agrees to accept responsibility for the coordination with persons designated by Town to be necessary to complete Consultant's Services.

3. RESPONSIBILITIES OF TOWN

3.1 **SITE INFORMATION** Town shall be responsible for providing Consultant, at no cost to Consultant and to the extent they are available, copies of designs, drawings, reports, and other relevant information, data needed by Consultant in order to perform Consultant's Services.

3.2 **SUPERVISION** Town is under no obligation to supervise Consultant's performance of Services, which are described under this Agreement.

3.3 **TOWN'S REPRESENTATIVE** Town hereby designates Becky Bucar, or such other person or persons as Town may hereafter designate in writing to Consultant, as the "Town's Representative." Town's Representative is authorized to act on behalf of and in the name of Town with respect to this Agreement.

4. CHANGES IN SCOPE AND SCHEDULE

4.1 **DURATION OF CONTRACT AND INSTALLATION** The parties agree that the target date for completed installation is no later than September 31, 2023; however, unforeseen or unknown conditions may require adjustment of the installation date. In case of delay in Services for reasons outside the control of Consultant, including without limitation construction or installation delay, if necessary, Consultant shall arrange for the Artwork to be delivered to a Town-provided storage facility located within the Town limits. For avoidance of doubt, the unavailability of the Artist, changes in the Artist's timetable, and/or changes in prices of materials to be incorporated into the Artwork shall not be deemed outside the control of Consultant. In the case that the delay was solely caused by the Town of Truckee, the Town will provide for the transport of the Artwork from the designated storage facility to the proposed installation site.

4.2 **CHANGE ORDERS** Change orders will be issued for any real, material or substantive change in scope, scale, timing or other factor which, initiated at Town's request, adversely impacts the cost or timing to deliver the Services described. A change order may be required in the event onsite conditions differ from the assumptions on which the Proposal is based, as described in **EXHIBIT A**. Change orders must be accepted by both Parties and approved in writing prior to commencement of work. Each Party agrees to not unreasonably withhold any such approval,

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provided that Town may reject, approve, or modify in its sole discretion any change order not requested by Town. Change orders will be invoiced in full at the time of execution.

4.3 DELAY Any request by Town to delay installation of Artwork will require a Change order to include, at a minimum, a Change Order with new milestone dates.

5. ARTWORK COPYRIGHT AND ARTIST'S RIGHTS

5.1 LICENSE Display and Promotional Use: In addition to ownership of the physical Artwork, Consultant shall cause Artist to grant to Town the limited rights to (a) publicly display the Artwork on the TDRPD Site and/or any location to which Town wishes to relocate the Artwork at any time, and (b) conditioned upon full payment of all Compensation, the nonexclusive, non-transferable license to create, display, reproduce and distribute two-dimensional images of the Artwork, solely in promotional and editorial materials, in any media, ("Promotional Use"), provided that all such Promotional Use includes a credit and copyright notice substantially as follows: "By Joel Dean Stockdill and Yustina Salnikova, Produced by Building 180." For clarity, Promotional Use excludes consumer merchandise and any materials or items offered for sale unless such items are nominal in value such that the cumulative sales of which shall not exceed \$1,000 per calendar year, and from whose sales only the Town benefits. Consultant shall cause Artist to execute and provide to Town a written grant of the rights set forth herein. For avoidance of doubt, Town's rights shall include, and Artist's reserved rights under Section 5.2 herein shall not prohibit, the right for Town to change the position or placement of the Artwork, sell the Artwork, or modify, dismantle, or destroy the Artwork, provided that Town provides notice to Artist in advance of any such modification, dismantling, or destruction, and that Artist shall thereafter have the right to require Town to remove Artist's name from the Artwork.

5.2 RESERVATION OF RIGHTS Artist expressly reserves all rights in and to the Artwork not expressly granted herein or required to be waived pursuant to Section 5.3 herein, including (a) all copyright in and to the Artwork, and all original artwork related thereto, including all preliminary materials including but not limited to sketches and comps ("Preliminary Works"); and (b) all rights to display, reproduce, adapt, distribute and offer for sale three-dimensional and two-dimensional copies of the Artwork and Preliminary Works for any purpose, subject to Town's limited Promotional Use rights set forth above. Notwithstanding the foregoing and Section 5.3, Artist shall have the right to require Town to remove Artist's name from the Artwork pursuant to Section 5.1.

5.3 WAIVER OF CERTAIN RIGHTS Consultant shall cause Artist, as the author of the Artwork, to acknowledge the existence of Artist's federal and state statutory moral rights under VARA and the California Art Preservation Act (CAPA) and to execute a written waiver of certain rights on the following terms, which waiver shall be provided to Town not later than concurrently with Town's final payment for the Artwork:

- a. Scope: The waiver shall apply to the following visual work: the original installed Artwork, as described in this Agreement and attached as **EXHIBIT A**.
- b. Uses Covered: The waiver shall to all applicable uses reserved to an owner of a lawfully copyrighted work under VARA or CAPA, including but not limited to, the right to prevent removal of the Artwork from the place at which it is installed and to

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any and all applications in which either the integrity right, or personal moral rights may be implicated.

- c. Waiver: With respect to the Artwork enumerated in subparagraph (a) above and for uses enumerated in subparagraph (b) above, and except for the right of attribution, the Artist, as the artist and author of the Artwork, shall expressly and forever waive any and all rights arising under VARA and CAPA, and any other rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under VARA and CAPA, or any other type of moral rights or droit moral, subject to Artist's continuing rights to cause the removal of Artist's name from the Artwork pursuant to Section 5.1.

6. COMPENSATION AND PAYMENT TERMS

6.1 **FEE** Town shall pay Consultant pursuant to the fee schedule attached hereto as **EXHIBIT B** and made a part hereof for all purposes. Payment shall be made as soon as reasonably practicable but in no case later than thirty (30) days of the Town's receipt of each invoice, provided that the invoice is accurate and meets the terms of this Agreement.

6.2 **SCHEDULE AND LATE FEES** Each invoice is due and payable Net 25 days after Town's receipt of each invoice. Invoices submitted by Consultant to Town are deemed accepted and approved unless disputed by Town within ten (10) days after Town's receipt of the invoice. In the event Town disputes a portion of an invoice, Town shall pay in full the undisputed portion while the dispute is being resolved, and Consultant's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor in any way constitute accord and satisfaction. Consultant at its sole and reasonable discretion may suspend performance of services and withhold delivery of materials until payment in full of all undisputed amounts more than thirty (30) days past due. Consultant will not be liable for any damages, losses, or liabilities that may arise out of Consultant's suspension of performance and/or withholding of materials due to Town's non-payment. Town will be responsible for payment of all taxes (other than taxes based on Consultant's or an Artist's income), including all applicable sales taxes, even if calculated or assessed subsequent to installation of the Artwork.

The compensation, along with payment for any Change Orders, as referenced below in as **EXHIBIT B**, shall constitute full and complete compensation for work performed and the Services rendered, including, but not limited to, professional services and reimbursable expenses, for all supervision, labor, supplies, materials, equipment or use thereof, and for all other necessary incidentals. Consultant shall be solely responsible for any fees or other costs payable to Artist(s). So long as this Agreement has not been terminated, Town will not enter into a separate agreement with any Artist(s) that Consultant has entered into an agreement with pursuant to this Agreement.

7. TERMINATION.

7.1 **TERMINATION FOR CONVENIENCE.** Town shall have the right to terminate this Agreement for any reason by giving fourteen (14) days' prior written notice of such termination, upon receipt of which Consultant shall immediately stop Consultant's and Artist's Services. In such event Town shall pay to Consultant as full and final payment for Consultant's and Artist's Services performed as of the date of receipt of such notice, an amount equal to (a) any unpaid fees and costs then due and owing, including any unbilled fees or costs for Services performed or expenses incurred, all unreimbursed costs incurred by Consultant and contracted Artist(s) to

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design, fabricate, or install the artwork as of the date of termination, as well as all milestone payments due, if any; and (b) all future costs that Consultant and contracted artist(s) cannot reasonably avoid that are reasonably related to performance of the obligations hereunder. It shall be Artist's sole responsibility to provide documentation of such costs within 14 days of receiving notice of intent to terminate.

7.2 TOWN'S TERMINATION FOR CAUSE. Town may terminate this Agreement with immediate effect upon written notice to Consultant, if: (i) Consultant fails to cure a material breach of this Agreement within fifteen (15) days of receipt of Town's notice of such breach unless such breach cannot be cured or remedied within fifteen (15) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days) provided Consultant has made and continues to make a diligent effort to effect such remedy or cure; or (ii) Consultant becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

7.3 CONSULTANT'S TERMINATION FOR CAUSE. Consultant may terminate this Agreement with immediate effect upon written notice to Town, if Town: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Town's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these terms of this Agreement, in whole or in part, and has failed to cure such breach within fifteen (15) days of receipt of Consultant's notice; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

8. ON SITE ACCREDITATION/SIGNAGE

Consultant agrees to provide a plaque, at no additional cost to Town, to be installed in close proximity to the installed Artwork. The plaque shall be no larger than fourteen inches wide by twelve inches tall (14" wide x 12" tall). Artist shall provide a design for the plaque with signage with Artist's name, date, materials. Upon approval of the design of the plaque, the Town shall prepare and install the plaque in a publicly visible spot located near the Artwork.

9. REPAIRS AND MAINTENANCE

Artist, Consultant and Town recognize that normal maintenance of the Artwork will involve simple procedures and that such maintenance on a regular basis is essential to the integrity of the Artwork. Following installation of the Artwork and its acceptance by the Town, the Town shall be solely responsible for maintenance required on a periodic basis. Artist shall provide a recommended maintenance schedule and scope, but Town shall determine the schedule and scope of maintenance in its sole discretion. No maintenance of the Artwork and/or the adjacent hardscape and landscaping, shall require Artist's approval.

10. REMOVAL

Where time permits, if Town or its successors, intends to take action that will remove without redisplaying, destroy, or significantly alter the Artwork, the Town or its successors shall endeavor to provide notice to Artist and allow Artist the option to remove the Artwork at Artist's expense within 30 days of notice, in which case title shall revert to Artist. If Artist fails to remove the Artwork

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within that 30 day period, Town may alter the Artwork in any manner, including destroying it, in Town's sole discretion.

11. ARTIST IP WARRANTIES

11.1 Consultant shall obtain the following warranties from Artist(s), for the benefit of Town, which warranties shall be set forth in writing:

- A. Artist is the sole and absolute owner of the Artwork copyright and the Artwork design, the copyrights pertaining to it, and all the rights associated or relating to it.
- B. Artist has not previously sold, assigned, licensed, granted, encumbered, or utilized the Artwork, the Artwork design or any specific element thereof, in any manner which may affect or impair the rights granted pursuant to this Agreement.
- C. All work created or performed by Artist as contemplated under this Agreement, whether created by Artist alone or in collaboration with others, shall be wholly original with Artist and shall not infringe upon or violate the rights of any third party.
- D. The Artwork is the result of the artistic efforts of Artist and that it will be delivered full and clear of any liens, claims and encumbrances of any type.
- E. The Artwork will be and will remain a unique edition of one.

12. INDEMNIFICATION.

12.1 **BY CONSULTANT.** Consultant agrees to protect, defend, indemnify and hold harmless Town and its members, officers, agents and employees from and against claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Liabilities") arising out of (i) negligent acts or omissions in the performance of its Services under this Agreement, or (ii) any breach of this Agreement by Consultant. Consultant's obligations to indemnify and hold Town harmless under this subsection exclude only those Liabilities which are due to the sole or willful misconduct of Town, its officers, agents and employees.

12.2 **BY ARTIST.** Consultant shall cause Artist to agree in a written instrument to protect, defend, indemnify and hold Town, its members, officers, agents and employees harmless from any Liabilities arising out of a claim that Artist's work constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party.

12.3 **BY TOWN.** Town shall defend, hold harmless and indemnify Consultant and Artists from and against any and all Liabilities arising from any breach of this Agreement, misrepresentation, act, or omission by Town or Town's contractors, employees, or agents.

12.4 **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR A) INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; B) BREACHES BY A PARTY OF ITS CONFIDENTIALITY OR OBLIGATIONS HEREUNDER; C) LIABILITY BY A PARTY WITH RESPECT TO ANY INDEMNITY OBLIGATIONS HEREUNDER; OR D) FAILURE BY ANY

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PARTY TO MAINTAIN THE NECESSARY INSURANCE COVERAGE SPECIFIED HEREIN: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING FOR LOSS OF USE, DATA, BUSINESS, LOSS OF GOODWILL, REPUTATION, CREDIT OR PUBLICITY, LOSS OF REVENUE AND INTEREST, PROFITS, OR ANTICIPATED PROFITS AND CLAIMS FOR SUCH DAMAGES BY A THIRD PARTY) RELATED TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, OR UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SUCH DAMAGE WAS REASONABLY FORESEEABLE.

13. INSURANCE

13.1 Consultant, at its sole cost and expense for the full term of this Agreement or any renewal thereof, agrees to maintain the policies set forth below. All policies, endorsements, certificates and/or binders shall be subject to the approval by Town as to form and content. Consultant agrees to provide Town with copies of said policies, certificates and/or endorsements before work commences under this Agreement.

13.2 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has either: (i) provided evidence satisfactory to Town that the subconsultant has secured all insurance required under this section; or (ii) procured insurance covering each subconsultant to the same extent as Consultant.

13.3 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so. If Consultant maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or another form approved by Town, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. 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; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.

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(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

13.4 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 13.3(A), Commercial General Liability and 13.3(B), Automobile Liability Insurance, shall be endorsed to provide the following:

(1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, officers, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010, or such other edition date or endorsement form as may be acceptable to Town. Consultant also agrees to require all subcontractors involved in delivery and installation associated with the Services contemplated by this Agreement to do likewise.

(2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased.

(B) The policy or policies of insurance required by Section 13.3(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased.

13.5 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

13.6 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

13.7 Deductible. Any deductible or self-insured retention must be approved in writing by Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

13.8 Evidence of Insurance. Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the

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expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with Town. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

13.9 Failure to Maintain Coverage. Consultant shall, and shall cause Artist to, suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to Town. Town shall have the right to withhold any payment due hereunder until Consultant has fully complied with the insurance provisions of this Agreement. In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

13.10 Acceptability of Insurers. 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 authorized to do business 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.

14. NONDISCRIMINATION.

Neither Party shall discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, national origin, or any other basis upon which discrimination is prohibited by California or federal law in connection with or related to the performance of this Agreement.

15. CONFIDENTIAL INFORMATION.

15.1 For the purposes of this Agreement, "Confidential Information" means any nonpublic and/or proprietary information that: (i) if disclosed in writing, is labeled as "confidential" or "proprietary"; (ii) if disclosed orally, is designated confidential at disclosure; or (iii) by its nature and/or the circumstances of its disclosure, should be reasonably considered as confidential. Confidential Information shall not include information that (a) was known to the recipient prior to the time of disclosure by the discloser; (b) was in the public domain prior to the time of execution of this Agreement, or which comes into the public domain through no fault or breach of the Agreement by the recipient; (c) has been independently developed by the Recipient without reference to or use of the Confidential Information; or (d) is subject to disclosure under applicable law, including without limitation the California Public Records Act. For avoidance of doubt, neither this Agreement, nor its exhibits, nor any correspondence between Town and Consultant, shall be deemed "Confidential Information."

15.2 If either party receives Confidential Information from the other, it shall keep Confidential Information strictly confidential and not disclose such Confidential Information to any third party without the disclosing party's prior written consent. The receiving party shall treat such Confidential Information with the same degree of care that it treats its own Confidential Information, but in no event less than a reasonable degree of care. The receiving party may only use the Confidential Information in connection with this Agreement and shall not use the Confidential Information for any other purpose whatsoever. The receiving party may disclose the Confidential Information only to its employees, representatives, and consultants ("Representatives"), and then only on a strictly "need-to-know" basis. The receiving party shall

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ensure that Representatives are bound by obligations no less extensive than those set out in this Agreement. The receiving party shall be liable to the disclosing party pursuant to the provisions set forth in this Agreement for any breach by its Representatives.

15.3 In the event the receiving party receives a request to release Confidential Information pursuant to a court order, subpoena, or other governmental authority, the receiving party shall provide the disclosing party with prompt written notice in order to permit the disclosing party to either consent to the disclosure or seek a protective order or other appropriate remedy. The receiving party shall limit the disclosure of Confidential Information to the greatest extent possible under the circumstances.

15.4 **Survival; Equitable Relief:** The confidentiality obligations under this Section shall survive for five years following any termination or expiration of this Agreement, provided that confidentiality obligations with respect to Confidential Information constituting trade secrets shall continue for as long as such Confidential Information shall be eligible for trade secret protection. Each party acknowledges that breach of this Section may cause irreparable harm to the other. Therefore, in addition to any other remedies available to it, a party may obtain injunctive relief in the event of any breach or alleged breach of the confidentiality provisions of this Agreement without proving actual damages.

16. CHOICE OF LAW

16.1 **CHOICE OF LAW:** This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

16.2 **LITIGATION:** No provision of this Agreement shall limit the right of either party to obtain equitable relief, including without limitation, injunctive relief, from the Nevada County Superior Court before, after or concurrent with any other proceeding.

16.3 **VENUE AND PERSONAL JURISDICTION:** Any litigation arising from or related to this Agreement will be brought exclusively in the state or federal courts located in Nevada County, CA, and the Parties hereby consent to the personal jurisdiction of these such courts for such all purposes. The Parties also consent to the service of process by mail outside the State of California in accordance with California law.

16.4 **ATTORNEY'S FEES:** In any litigation arising out of or related to this Agreement, the prevailing Party, if any, shall be entitled to the actual costs and reasonable attorneys' fees reasonably incurred in connection with the litigation.

17. GENERAL TERMS.

17.1 **ENTIRE AGREEMENT.** This Agreement, including all exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

17.2 **CUMULATIVE REMEDIES** The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently

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existing at law, in equity, by statute or otherwise, except in those cases where this Agreement specifies that a particular remedy is sole or exclusive. No single or partial exercise of any right or remedy with respect to one breach of this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

17.3 FORCE MAJEURE EVENTS The Parties shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for the period of time during which the Force Majeure Event renders performance impossible or infeasible and only if the Party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the other Party specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, "Force Majeure Event" means the occurrence of an event or circumstance beyond the reasonable control of the party failing to perform, consisting solely of: (a) explosions, fires, flood, earthquakes, catastrophic weather conditions including lightning, or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) acts of federal, state, local or foreign governmental authorities or courts; (d) labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful; (e) declaration of national and/or state emergency; (f) pandemics; and (g) failures or fluctuations in electrical power or telecommunications service or equipment.

17.4 NO WAIVER. Waiver of any breach or failure to enforce any term of his Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

17.5 NOTICES. Any notices or other communications hereunder may be in writing and will be deemed delivered (a) when personally delivered to the Party to whom directed, (b) five (5) days following deposit in the United States mail, certified mail, return receipt requested, (c) the next business day following the date of deposit with FedEx (or other nationally recognized overnight delivery service) for next day delivery, or (d) by email, and will be effective when receipt is acknowledged, addressed to the Parties at the following addresses, or at addresses later provided by written notice to the other Party in the manner provided in this paragraph:

For the Town: Town of Truckee
Attn: Becky Bucar
10183 Truckee Airport Road
Truckee, CA 96161
bbucar@townoftruckee.com

For the Consultant: Building 180
Attn: Meredith Winner
meredith@building180.com
1615 NE 13th St
Bend, OR 97701

17.6 SEVERABILITY. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

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17.7 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17.8 ASSIGNMENT OR TRANSFER. Neither Consultant nor Artist shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Neither Consultant nor Artist shall delegate the conception, design, or artistic direction in the production of the Artwork or substitute any person other than Artist to perform these tasks, except that Consultant may freely engage Artist assistants and subcontract with fabricators to fabricate the Artwork.

17.9 NO THIRD-PARTY BENEFICIARIES. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

Town

Town of Truckee

By: Jen Callaway
Name: Jen Callaway
Its: Town Manager
Date: 1/10/2023

Consultant

Broke But Grand LLC, a California limited liability company

By: Meredith Winner
Name: meredith winner
Title: coo
Date: 1/10/2023

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EXHIBIT A – SCOPE OF WORK

DESIGN TBD - Contract may be amended once final design is approved to include approved design.

Artist: Joel Dean Stockdill and Yustina Salnikova, Represented by BUILDING 180

- **Dimensions:** TBD
- **Materials:** Various recycled materials from the Tahoe Clean Up
- **Power/Lighting:** Not included
- **Weight:** TBD
- **Base Requirements:** TBD
- **Lead Time:** 4 months after all approvals have been made

The Artist and Consultant shall:

- a) Determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and approval by Town, which shall not be unreasonably withheld.
- b) Designs must promote messages of sustainability and stewardship of the lake.
- c) Prepare the design concept as described in this Agreement; complete the fabrication, transportation and delivery of the Artwork by the dates required by the Performance Schedule described herein.
- d) Arrange for and pay for the transportation and delivery of the Artwork in coordination with the Town.
- e) Prior to installation, Consultant/Artist shall prepare a concrete footing consistent with prepared and approved engineering plans. Engineering plans are the responsibility of the Consultant to prepare.
- f) Provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and the required care and upkeep involved, as well as recommended procedures in the event of necessary conservation (the "Maintenance Manual")
- g) Be available with reasonable advance written notice for a reasonable number of meetings required to coordinate design and project implementation, ceremonies and the like, as necessary. Artist's duty to attend such meetings terminates upon completion of this Agreement.
- h) The Town shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice. Prior to the transportation and delivery of the Artwork, the Town shall inspect the Artwork to determine that the Artwork conforms to the final Design and give final approval of the fabricated Artwork ("Final Approval"). The Town shall not unreasonably withhold Final Approval, provided that a refusal to grant Final Approval shall not be deemed unreasonable if the artistic expression, design, dimensions, and/or materials of the Artwork are materially different from what was reviewed and approved by Town pursuant to subsection a) above. In the event that the Town does not issue its Final Approval, the Town shall submit in writing to Consultant the reasons for such failure to issue Final Approval. The Artist shall promptly correct the issues objected to by Town or dispute the Town's determination. The Town and the Artist shall make reasonable efforts to resolve the dispute in good faith; however, final determination as to Final Approval shall remain with Town. The Artist shall not be penalized for any delay in the delivery of the Artwork to the TDRPD Site unless the Artist has

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willfully and substantially deviated from the Design without the prior written approval of the Town or has failed to comply with the Performance Schedule, in which case the Compensation shall be reduced by \$100 for each date delivery is delayed past 60 days from the agreed-upon delivery date.

- i) The Town shall be required to inspect and document the installation site at the TDRPD Site prior to the transportation and delivery of the Artwork and shall notify the Parties in writing of any adverse site conditions (or lack thereof) that will impact the installation of the Artwork and which are in need of correction. Upon inspection and upon receiving the Town's written Final Approval of the fabricated Artwork as being in conformity with the Design, the Consultant shall deliver the completed Artwork to the installation site at the TDRPD Site in accordance with the Performance Schedule. The Consultant will coordinate closely with the Town to ensure that the TDRPD Site is prepared to receive the Artwork prior to transporting the Artwork to the TDRPD Site for installation. Upon completion of the installation of the Artwork, the Artist shall provide the Town with written instructions for the future maintenance and preservation of the Artwork that are included in the Maintenance Manual. The Town is solely responsible for the proper care and maintenance of the Artwork after Final Acceptance.
- j) The Artist shall bear the risk of loss or damage to the Artwork until Delivery of the Artwork to the TDRPD Site at which time the Town shall take custody, control and/or supervision of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage up to the point of Delivery. The Town shall bear the risk of loss or damage to the Artwork prior to Final Acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the Town or its agent(s).
- k) Artist shall provide, for Town's review and approval, a design for the plaque to be installed in close proximity to the Artwork. Following approval of the plaque by Town, Consultant shall furnish and install the plaque in close proximity to the installed Artwork. The plaque shall be no larger than fourteen inches wide by twelve inches tall (14" wide x 12" tall). Artist shall provide a design for the plaque with signage with the Artist's name, date, materials.

The Town Shall:

- a) If deemed necessary, prior to installation, Town shall specify, procure, and install all electrical and lighting components for the Artwork, subject to review and approval by the Artist which shall not be unreasonably withheld.
- b) Prior to installation, Town shall assist the Artist in procuring all necessary permits required for the installation of the Artwork. Consultant and Artist will be responsible for preparing any plans and structural calculations required for issuance of a building permit.
- a) If necessary, prior to or on the date of installation, Town shall provide either a general contractor, art installer or similar qualified personnel to conduct and oversee installation of the Artwork including but not limited to installing electrical and lighting components.
- c) Town shall be solely responsible for compliance with all applicable federal, state, and local laws and government regulations relating to installation of the Artwork on the TDRPD Site, including without limitation the U.S. Americans with Disabilities Act, all fire department regulations and requirements, and public safety requirements.

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- d) After installation is completed, Town shall be responsible for all maintenance of the Artwork, provided that Town shall determine the nature and level of maintenance in its sole discretion.
- e) Town will endeavor to include Partner in all interpretive signage and promotional materials with an equal amount of representation to the other parties involved, including logo size and text regarding involvement.
- f) Town will endeavor to include Partner in all public statements on social media and/or in print. Partner's charitable mission and stats regarding the lake clean up shall be included to the extent feasible.

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EXHIBIT B: COMPENSATION

- Budget Not to Exceed : \$50,000
 - Artist Fee & Labor: \$20,000
 - Management Fee: \$8,000
 - Expenses: \$22,000
 - This includes design, contracts, legal, planning, engineering, engineering stamps, transportation of litter and artwork, plaque, build costs, & installation costs, including the foundation.
 - Town is not responsible for additional costs related to transporting the litter, housing the artists, or travel to and from the Lake Tahoe region
- Payment Schedule:
 - Invoice #1: 10% - \$5,000 - due upon signing - design fee
 - Invoice #2: 50% - \$25,000 - due upon approval of designs
 - Invoice #3: 30% - \$15,000 - due upon completion of external structure, prior to shipping
 - Invoice #4: 10% - \$5,000 - due 15 days after installation

ACH DETAILS:

- ABA/Routing **number** of Chase Bank: 322271627
- Recipient's **bank account number**: 929022866
- Recipient's name (as listed on the **account**): Broke but Grand LLC (d/b/a Building 180)
- Recipient's **address** (as listed on the **account**): 1615 NE 13th Street, Bend OR 97701

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EXHIBIT C: SCHEDULE OF PERFORMANCE

Tentative Schedule - Subject to Change

Initial Concept Designs Submitted: January 13, 2023

Town Internal Design Review: January 13-January 20, 2023 (1 week)

Design Feedback: January 20, 2023

Design Revisions for Top 3 Concepts: January 21-January 27, 2023 (1 week)

Design Resubmittal: January 27, 2023

Design Review: January 27-March 14, 2023 (6 weeks)

Design Approved: March 14, 2023

Internal Structure Drawings: March 14-March 21 (1 week)

Budget Revisions: March 14-March 23, 2023 (9 days)

Engineering Analysis*: March 17-April 28, 2023 (6 weeks)

Final Budget Prepared: March 24, 2023

Final Engineering Documents submitted*: April 28, 2023

*Please note that footing documentation will be provided first, followed by full analysis if required.

Fabrication: May 1-July 31, 2023 (13 weeks)

Footing Poured (depends on complexity and TDRPD staff availability): July-August, 2023

Installation scheduled/equipment secured: July, 2023

Installation: September, 2023

**TOWN OF TRUCKEE
FIRST AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

PARTIES: The Town of Truckee (“Town”) and Broke But Grand, LLC (“Consultant”) (collectively, the “Parties”) hereby agree to enter into this First Amendment to the Professional Services Agreement between the Parties dated January 10, 2023, under which Consultant agreed to provide services consisting of procuring and managing an artist to create custom artwork (“Agreement”).

AMENDED TERMS OF AGREEMENT:

This First Amendment shall modify the Agreement as follows:

1. Section 5.1 License shall be amended to read as follows:

5.1 LICENSE Display and Promotional Use: In addition to ownership of the physical Artwork, Consultant shall cause Artist to grant to Town the limited rights to (a) publicly display the Artwork on the TDRPD Site and/or any location to which Town wishes to relocate the Artwork at any time, ~~-(b)~~ conditioned upon full payment of all Compensation, the nonexclusive, non-transferable license to create, display, reproduce and distribute two-dimensional images of the Artwork, solely in promotional and editorial materials, in any media, (“Promotional Use”), provided that all such Promotional Use includes a credit and copyright notice substantially as follows: “By Joel Dean Stockdill and Yustina Salnikova, Produced by Building 180;” and (b) right to transfer ownership of the artwork to the TDRPD. For clarity, Promotional Use excludes consumer merchandise and any materials or items offered for sale unless such items are nominal in value such that the cumulative sales of which shall not exceed \$1,000 per calendar year, and from whose sales only the Town benefits. Consultant shall cause Artist to execute and provide to Town a written grant of the rights set forth herein. For avoidance of doubt, Town’s rights shall include, and Artist’s reserved rights under Section 5.2 herein shall not prohibit, the right for Town to change the position or placement or the Artwork, sell the Artwork, or modify, dismantle, or destroy the Artwork, provided that Town provides notice to Artist in advance of any such modification, dismantling, or destruction, and that Artist shall thereafter have the right to require Town to remove Artist’s name from the Artwork.

2. The attached exhibits shall be added to Exhibit A.

NO OTHER AMENDMENT: Except as modified by this First Amendment, the Agreement remains binding on the Parties in full force and effect according to its terms.

EFFECTIVE DATE: This First Amendment shall become effective as of the date of the latest signature set forth below.

INCORPORATION OF FIRST AMENDMENT: From and after the effective date of this First Amendment, wherever the term “Agreement” or contract appears in the Agreement,

it shall be read and understood to mean the Agreement as amended by this First Amendment.

COUNTERPARTS: This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed First Amendment.

AUTHORITY TO EXECUTE: Each signatory executing this First Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Party to the terms of this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the Effective Date.

TOWN OF TRUCKEE

Approved by:

Jen Callaway

Jen Callaway
Town Manager

CONSULTANT

Broke But Grand, LLC
A California Limited Liability Company

Meredith Winner

Meredith Winner
Chief Operations Officer

Date: 5/30/2023

ADDITIONAL PAGES TO BE ADDED TO EXHIBIT A

Exhibit A Addition

OVERVIEW

The goal of this project is to create a unique, permanent sculpture out of the litter collected by Clean Up the Lake for the City of Truckee at the West End Boat Launch.

The project aims to highlight the themes of environmental stewardship, while providing commentary of humanity's complex and delicate relationship to nature. We hope the sculpture brings awareness of how intertwined humans are to natural systems and inspires people to take better care of themselves and the planet.

The following outlines 3 high level concepts for the sculpture. The sketches give an idea of form and scale but not exact stylization and assemblage. The exact form will be born out of the litter collected from the lake.

Each concept has the budget of 50K in mind, any additional funding would increase scale and/or the amount of detail.

All the concepts have working titles and we are open to renaming them.

ENVIRONMENTAL & SOCIAL STATEMENT

We take environmental stewardship very seriously. It is what guides every step of our process while we create this sculpture and process waste.

All work is created with longevity in mind. We do everything we can to ensure that our sculpture does not create waste of any kind through its lifetime. All material degrades and will need a certain amount of maintenance, but it is of utmost importance for us to make it as durable as possible without the use of intense chemicals that would leech into the environment.

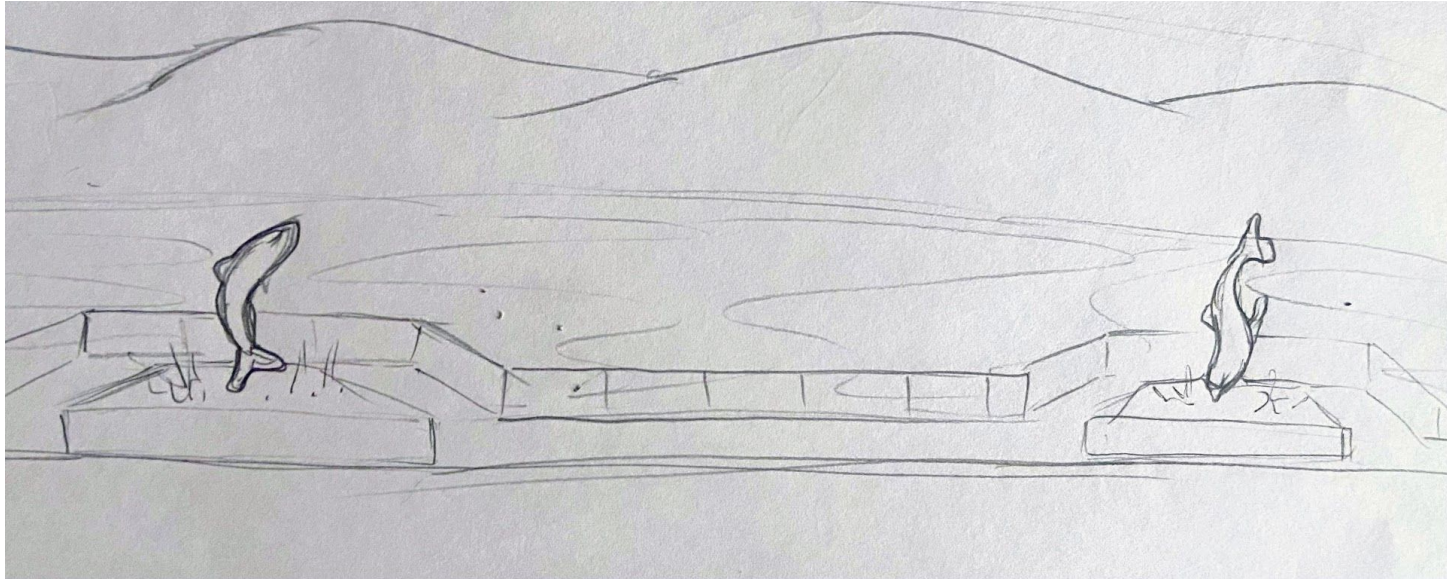
Lastly, cultural context and histories are very important to us. We do our best to learn as much of the native/ indigenous, ecological and colonial history of the land to try and ensure that our pieces are sensitive, appropriate and specific to place. We encourage all our clients to consider this context as well when choosing a piece. We also encourage the involvement of community input and stories in this conversation, as they often have special relationships with the native animals that have gone back for a long time.

LOCATION

West End Boat Launch. Planters approximately 13'x6'



CONCEPT: Jumping Fish



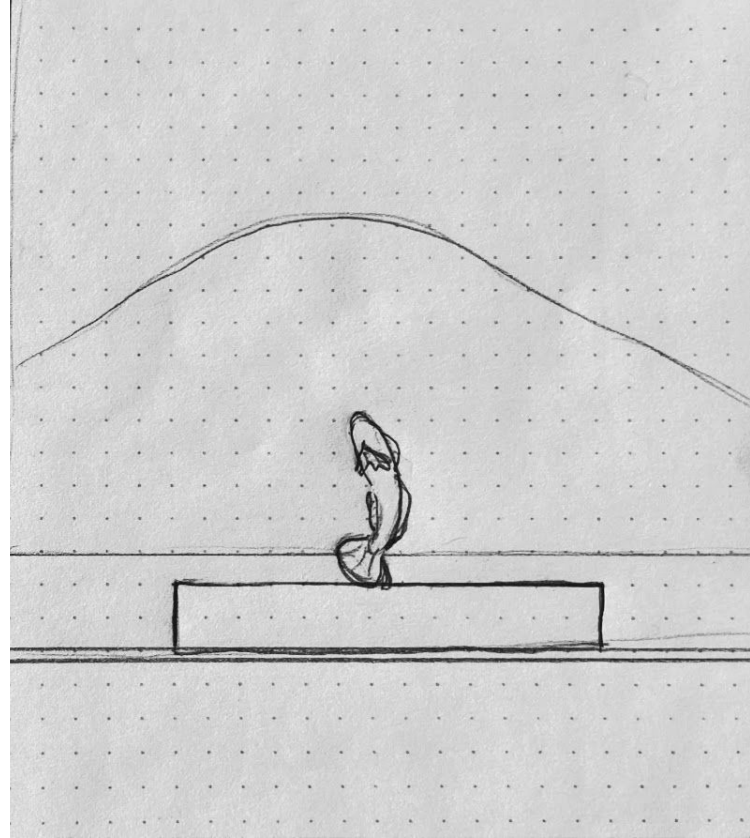
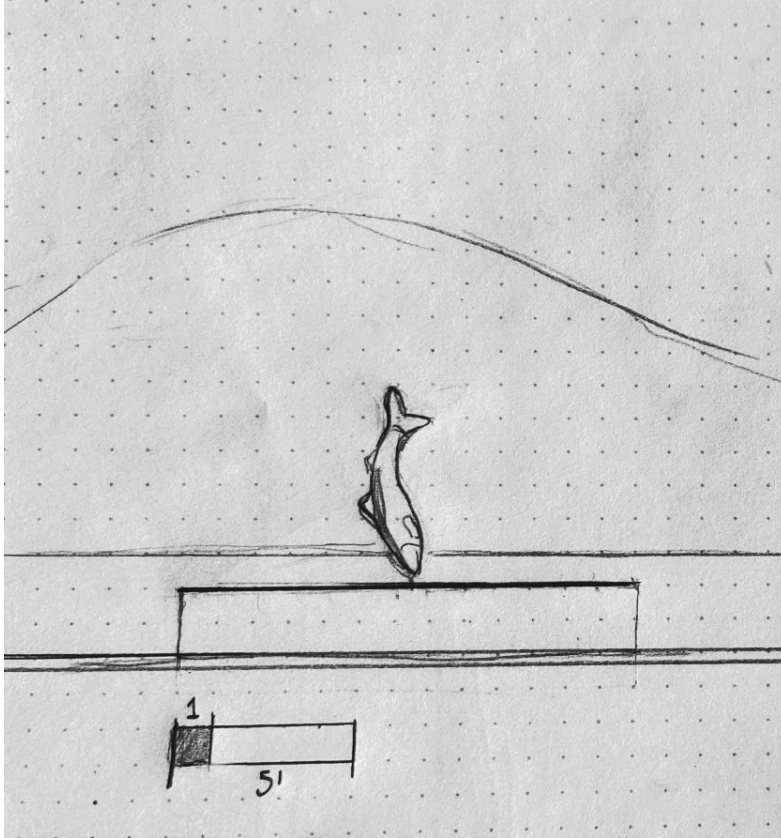
Two native fish made entirely out of waste jump out of the planter making it look like they are jumping straight out the lake at certain angles. They are reminding humans what will happen if we don't repair the damage already done and make a plan to continue to care for the ecosystem in and around the lake.

If this option is chosen we will work with the Truckee River Watershed Council to ensure the most appropriate species and posture is chosen.

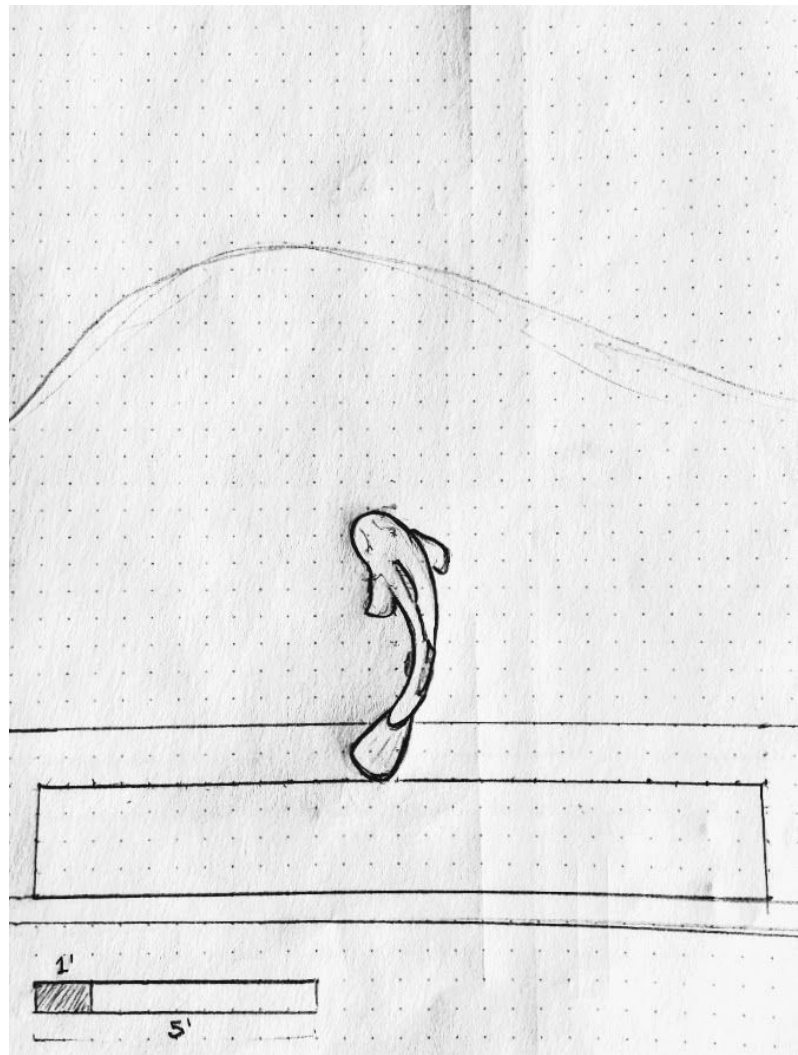
SKETCHES

Scale drawing of each fish. Mountain Whitefish is on right. Paiute Sculpin is on the left.

Approximate scale: 5'tall



SKETCHES







INSPIRATION BOARD

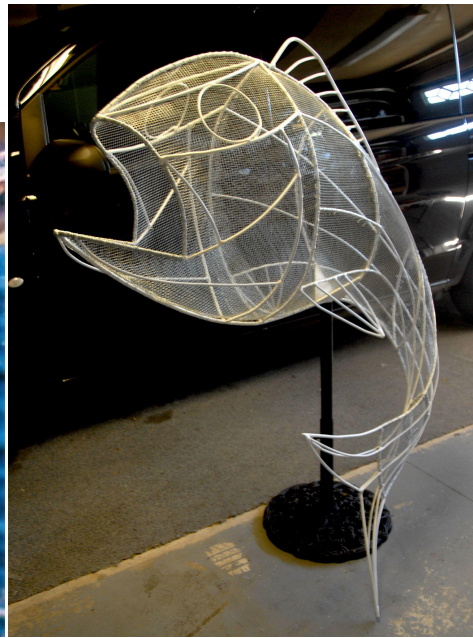


Exhibit B
(Addresses of Parties)

Town of Truckee
10183 Truckee Airport Rd
Truckee, CA 96161
Attn: Jen Callaway, Town Manager

Truckee Donner Recreation and Park District
10981 Truckee Way
Truckee, CA 96161
Attn: Sven Leff, General Manager