

**AGREEMENT BETWEEN THE COUNTY OF NEVADA, TOWN OF TRUCKEE, AND FRIENDS OF THE TRUCKEE LIBRARY REGARDING MULTI-JURISDICTIONAL SUPPORT AND FUNDING FOR THE TRUCKEE REGIONAL LIBRARY PROJECT**

This Agreement is entered into by and between the County of Nevada (“County”), a political subdivision of the State of California, the Town of Truckee (“Town”), a municipal corporation organized under the laws of the State of California, and Friends of the Truckee Library, Inc. (“FOTL”), a California non-profit corporation.

WHEREAS, the County, Town, and FOTL (hereinafter, individually, “Party”, collectively, “Parties”) are committed to supporting development that advances their respective missions, and the Parties believe that development of a new Truckee library will contribute to this end; and

WHEREAS, the Truckee Regional Library Project is a collaborative effort of the Parties with a shared goal of constructing a spacious 21<sup>st</sup> century library to serve the Truckee area; and

WHEREAS, the Parties have adopted a Memorandum of Understanding to memorialize and codify the relationship to and partnership with each organization in the development of the Truckee Library (County Resolution 24-051); and

WHEREAS, this Agreement between the Parties outlines the financial responsibilities of each of the Parties to support the Truckee Regional Library Project.

NOW, THEREFORE, the Parties agree to the following:

1. This Agreement shall be effective from the date of the last signature, and shall continue in effect through June 30, 2029, unless terminated earlier by mutual agreement of all the Parties.
2. This Agreement does not replace any previous MOU(s), other agreements, or Joint Powers Agreements between all or any of the Parties.
3. Contributions from the Parties for expenditures in relation to the feasibility and pre-construction costs known as Phase 1 for the new Truckee Library shall be shared equally between the three Parties.
4. Phase 1 work shall include the following elements:
  - a. Traffic Analysis
  - b. CEQA
  - c. Land Use Entitlement
  - d. Nevada County Facilities Project Manager (contracted position)
  - e. Contour Mapping by Sage Land Surveying or another licensed surveyor
  - f. Architectural and Engineering Contract
5. Budget.
  - a. The Parties agree to a total Phase 1 budget of \$1,500,000. The estimated distribution of the budget is as follows:
    - i. Traffic Analysis/ CEQA/Land Use Entitlement: \$100,000
    - ii. Nevada County Facilities Project Manager: \$250,000
    - iii. Contour Mapping by Sage Land Surveying or another licensed surveyor: \$20,000
    - iv. Architectural and Engineering Contract: \$1,000,000

- v. Contingency: \$130,000
  - b. When a redistribution of the budget line items is required, the proposed change will be presented to the Parties in written form for discussion and agreement. If the redistribution of funds between budget line items is approved by at least two of the Parties the changes will be codified in a summary e-mail sent by the Nevada County Facilities Project Manager.
  - c. The total expenditures subject to this Agreement shall not exceed \$1,500,000 unless approved through an amendment to the MOU, which will require approval of all Parties.
6. Expenditures.
- a. Expenditures incurred, and approved by all parties, prior to the start date of the Agreement by the Town (excluding Town staff time) for studies, surveys, or permits, shall be reimbursed by the County and subsequently allocated to all Parties.
  - b. Allowable expenditures include but are not limited to a project manager hired or contracted by the County, CEQA, other environmental, land, or traffic studies, architectural and engineering design contract, and permit fees. Staffing costs incurred by the Parties, outside of the agreed upon Nevada County Facilities Project Manager, shall be considered in-kind and will not be reimbursed or considered a shared cost.
  - c. Contingency dollars are permitted to be used for costs outside of those identified in 6.b. for items which move the project forward. All uses of contingency monies must be approved by all Parties.
  - d. To the extent possible, all pre-construction costs will be paid by the County to have all pre-construction costs in one system for tracking and allocation.
  - e. The County shall bill the Town and FOTL quarterly their share of the incurred expenditures tracked to the Truckee Regional Library Project. Quarterly invoices shall include a line-item summary of the expenditures with additional backup documentation of invoice copies or timecard documentation, as applicable, supplied within 30 days of a request.
  - f. Invoices supplied to Parties shall be paid within 45 days of the Party's approval of an invoice, which approval shall not be unreasonably withheld or delayed.
7. Reporting:
- a. Annually by August 30<sup>th</sup> the County shall report out a summary of the prior fiscal year expenditure activity and the status of any contractual obligations related to the Truckee Regional Library Project.
8. This Agreement shall be governed by the laws of the State of California.
9. Electronic Signatures: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or e-mailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

10. The Agreement may not be assigned by any Party. This Agreement is made and entered into for the sole benefit of the County, Town, and FOTL. No other person or entity shall have any right of action based upon any provision of this Agreement.
11. Any modification to this Agreement must be agreed upon by all the Parties and in writing.
12. The Parties may, by unanimous consent and written notice, terminate this Agreement in whole or in part at any time, whether for convenience or because of project delay. Termination of the Agreement will trigger a final accounting and invoicing.
13. All individuals executing this Agreement on behalf of a Party represent and warrant to the other Parties that they have authority to bind and commit each such Party to this Agreement.
14. Effective Date: This Agreement will take effect immediately once signed by all Parties.

**[Signatures on following page]**

IN WITNESS THEREOF, the COUNTY OF NEVADA, the TOWN OF TRUCKEE, and the FRIENDS OF THE TRUCKEE LIBRARY have executed this Agreement on the day and year set forth below.

**County of Nevada**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Alison Lehman  
County Executive Officer

Approved as to Form:

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Katharine L. Elliott, County Counsel

**Town of Truckee**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Jen Callaway, Town Manager

Approved as to Form:

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Andrew Morris, Town Attorney

**Friends of the Truckee Library**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Louise Zabriskie, President