

## **REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_, 2025 by and between the Town of Truckee, a municipal corporation ("Town"), and the Tahoe Donner Association ("TDA"), a California corporation.

### **Section 1: Recitals**

- A. The Town has maintained special assessments (Town Special Service Area 1, "TSSA 1") in the Tahoe Donner subdivision for the purposes of funding roadway and drainage maintenance and improvements, including emergency preparedness and roadway safety infrastructure; design and construction of emergency egress improvements; trail development and construction; enhanced snow removal; design and construction of the Pioneer Trail/Bridge Street Extension Project; enhanced transit services; and parking improvements in the Town right-of-way.
- B. One of the two-year strategic plan and focus areas adopted by the Town of Truckee Town Council is "Enhance partnerships and investment for emergency preparedness including wildfire readiness and mitigation" and roadside vegetation maintenance advances this goal by providing better fuel breaks and increased evacuation safety.
- C. TDA desires to undertake a project to remove roadside vegetation within the Tahoe Donner subdivision ("Project") as further described in Exhibit A ("Scope of Work").
- D. TDA desires to implement the Project with its own employees and contractors and subsequently request reimbursement of the cost from the Town, funded with TSSA 1 funds.
- E. Town agrees to reimbursing TDA to complete the work so long as the requirements outlined in this agreement are met.
- F. The parties acknowledge that TDA requires no approval from Town to carry out the Project, and that Town has not provided any such approval.

### **Section 2: Agreement**

For good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- A. TDA agrees to implement the Project consistent with the approved scope of work, as described in Exhibit A.

- B. TDA will use its own employees for planning, design, and implementation management but shall retain a contractor to implement the Scope of Work through a competitive bid process.
- C. The Project is subject to State Prevailing Wage and other related State requirements. TDA shall assure that its contractors and all subcontractors are aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. TDA, its contractors and subcontractors ("Contractor") shall fully comply with such Prevailing Wage Laws. TDA shall provide contractors with a copy of the prevailing rates of per diem wages in effect at the commencement of the construction contract. Contractors shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to provide services hereunder available to interested parties upon request and shall post copies at Contractor's principal place of business and at the Project site. TDA and its contractors shall defend, indemnify and hold Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

TDA and its contractors and subcontractors shall comply with the requirements of Labor Code Section 1776, including without limitation the requirement to maintain certified payroll records. TDA and its contractors shall submit certified payroll records directly to the California Labor Commissioner. At all times during the course of Contractor's work, Contractor shall remain registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5, and Contractor shall ensure that all subcontractors employed by Contractor also remain so registered. Pursuant to Labor Code Section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5. However, an unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided that the Contractor is registered to perform public work at the time the contract is awarded. This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

- D. Town shall reimburse TDA for the actual Project costs up to \$250,000.
- E. Prior to reimbursement, TDA shall invoice the Town no more frequently than once a month. Invoices shall include documentation of costs incurred, including copies of all third party invoices of its contractors and subcontractors, and an itemized bill showing all out-of-pocket fees and costs, which for avoidance of doubt may include design, engineering and construction fees and services; permit fees; and inspection and testing fees, and including all fees and costs related to and stemming from change orders or increases to

cost estimates in connection with construction of the Scope of Work ("Actual Costs") up to the \$250,000 not to exceed amount. TDA staff time is not eligible for reimbursement.

- F. Within thirty (30) days after receiving TDA's documentation of Actual Costs, Town shall reimburse TDA the Actual Costs.
- G. Prior to payment, Town may inspect the work to determine compliance with the attached Scope of Work.
- H. TDA shall indemnify, defend, and hold Town, its elected and appointed officials, employees, agents, successors and assigns, free and harmless from and against any and all claims, liability, loss, damage, or expenses resulting from performance by TDA or any contractor of the work funded in whole or part by the Town.
- I. TDA shall obtain all necessary permits and licenses, easements, etc., for the construction of the Project, give all necessary notices, pay all fees required by law, and shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance Scope of Work and to the preservation of the public health and safety, specifically including, but not limited to, all Cal/OSHA requirements and Storm Water Pollution Prevention Requirements of the State of California and State Water Resources Board General Construction Permit(s) applicable to the Town. Storm Water Pollution Prevention Requirements shall include developing and implementing an erosion prevention plan and obtaining the necessary stormwater permits from either the State Water Resources Control Board or Town of Truckee.

### Section 3: General Provisions

#### A. Assignment/Successors

This Agreement may not be assigned without prior written approval of all parties which approval shall not be unreasonably withheld or delayed. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, administrators, assigns, and successors of the parties hereto.

#### B. Authority

Each party warrants that the person executing this Agreement on behalf of the respective party is fully authorized by that party to do so.

#### C. Notices

All notices required to be given under this Agreement shall be in writing and sent by (a) first class mail, postage prepaid, in which case notice shall be deemed delivered three (3) business days after deposit in the United States Mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy or similar means, in which case notice shall be deemed delivered in one (1) business day after the day it was transmitted by telecopier or similar means, provided that transmission report is generated reflecting the accurate

transmission of the notices. The place for delivery of all notices given under this Agreement shall be as follows:

TOWN: Town Manager  
Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161

TDA: Tahoe Donner Association  
Annie Rosenfeld  
11509 Northwoods Blvd  
Truckee, CA 96161

or to such other addresses that any party may respectively designate by written notice to the others.

- D. Entire Agreement This Agreement and the attached Exhibits, which are herein incorporated into this Agreement by this reference, supersede all previous oral or written communication and contain the entire agreement of the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

E. Termination

This Agreement shall terminate after all invoices have been paid and 90 days after recordation of a Notice of Completion for the Project.

F. Construction

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Agreement.

G. Waiver

Waiver of any provision or of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Severability

In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected.

I. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which taken together shall constitute one instrument.

J. Representation

This Agreement is executed voluntarily by each of the parties hereto, all of whom have been advised by independent counsel of their choice as to the content and effect of this Agreement.

K. Governing Law

The Agreement shall be governed by and construed according to the laws of the State of California.

L. Venue

The Nevada County Superior Court shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

M. This Agreement does not create any partnership or agency between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN:

Town of Truckee, a Public Agency

By: \_\_\_\_\_ Jen Callaway, Town Manager

TDA:

Tahoe Donner Association

By: \_\_\_\_\_ Annie Rosenfeld, General Manager