



RESOLUTION No. 24-051

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF NEVADA, THE TOWN OF TRUCKEE, AND THE FRIENDS OF THE TRUCKEE LIBRARY REGARDING DEVELOPMENT OF THE NEW LIBRARY FACILITY IN THE TRUCKEE AREA AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, a new Truckee library facility has been a long-time goal of the County of Nevada, the Town of Truckee, the Friends of the Truckee Library, and the greater Truckee community; and

WHEREAS, the need for a larger Truckee library has been included in the County's Capital Facilities Master Plan for 10 plus years and has been presented and discussed at the Board of Supervisors annual workshop for the past three years; and

WHEREAS, to move the project forward, it was determined that no single entity could complete the library alone and a new legal entity, such as a Joint Powers Authority (JPA), would need to be created; and

WHEREAS, the key partners involved in the development and construction of the new Truckee Library are the County of Nevada, the Town of Truckee, and the Friends of the Truckee Library; and

WHEREAS, the County of Nevada and the Town of Truckee are entering into a Joint Powers Agreement for a New Library Facility in the Truckee Area; and

WHEREAS, the Friends of the Truckee Library is a non-profit organization and thus cannot be a party to a JPA agreement; and

WHEREAS, it was determined that in addition to the creation of a JPA, a Memorandum of Understanding (MOU) would also be created as a means to memorialize and codify the relationship to and partnership with the Friends of the Truckee Library in development of the library; and

WHEREAS, the MOU is an agreement between the County of Nevada, the Town of Truckee, and the Friends of the Truckee Library; and

WHEREAS, the MOU outlines the commitment of each of the parties to supporting the development of the new Truckee Library and sharing in the responsibilities related to planning, design, securing funding, and constructing the facility; and

WHEREAS, the MOU parties have committed to maintaining an open, close, and collaborative relationship to address and deliver local library goals, objectives, services, and programs in mutual support of each other's missions; and

WHEREAS, there is no financial requirement to executing the MOU; and

WHEREAS, the term for the MOU shall be effective on the date upon which all parties have signed; and

WHEREAS, a party may withdraw from the MOU at any time upon 60 days written notice to the remaining parties; and

WHEREAS, upon a party's departure, the MOU will remain in effect until one or both remaining parties decide to withdraw or otherwise terminate the MOU, which may be done by providing 60 days written notice to the other remaining party to this MOU.

NOW, THEREFORE BE IT HEREBY RESOLVED, that the Memorandum of Understanding between the County of Nevada, the Town of Truckee, and the Friends of the Truckee Library regarding Development of the New Library Facility in the Truckee Area is hereby approved, and the County Executive Officer is authorized to execute the attached Memorandum of Understanding.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of January, 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JEFFREY THORSBY
Clerk of the Board of Supervisors

By: _____



Hardy Bullock, Chair

Attachment B



FRIENDS OF THE
TRUCKEE LIBRARY

MEMORANDUM OF UNDERSTANDING

between the
County of Nevada
and the
Town of Truckee

and the
Friends of the Truckee Library
regarding

Development of the New Library Facility in the Truckee Area

WHEREAS, the County of Nevada ("County") is a political subdivision of the State of California with a mission to work with the community to develop sound and innovative public policy and deliver excellent services in a fiscally responsible manner; and

WHEREAS, the Town of Truckee ("Town") is a municipal corporation organized under the laws of the State of California with a mission that emphasizes quality of life, a high level of public service, and the importance of strong partnership between the Town and the community; and

WHEREAS, the Friends of the Truckee Library ("FOTL") is a non-profit organization with a mission to support the cultural, social, and educational wellbeing of the Truckee community; and

WHEREAS, the County, Town, and FOTL (hereinafter, 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 Parties share a belief in the main objectives of the new Truckee library, which are to expand and enhance space for library services, provide additional community meeting space, establish a community resilience center, and support diversity, equity, and inclusion efforts; and

WHEREAS, the Parties have identified a shared determination to create a planning and design work group (the "Truckee Library Design Group"), which will provide guidance to the Parties regarding the planning and design of the library, and related topics; and

WHEREAS, the Parties presently anticipate that a Joint Powers Authority ("JPA") will be created to allow the Town and County to jointly exercise their shared powers to develop the new library; and

WHEREAS, the Parties wish to collaborate on the development of the new Truckee library, and acknowledge that non-profit organizations cannot be a party to a JPA agreement; and

WHEREAS, the Town, County, and FOTL commit to maintain an open, close and collaborative relationship to address and deliver local library goals, objectives, services and programs in mutual support of each other's missions.

NOW THEREFORE, the Parties hereby enter into this Memorandum of Understanding (MOU) to support a collaborative and mutually beneficial approach to developing the new Truckee library:

Section 1: The County of Nevada and the Town of Truckee shall:

- a) Incorporate FOTL into the planning and design process of the new Truckee library by inviting FOTL to attend JPA Board meetings.
- b) Invite two FOTL members to join the Truckee Library Design Group once formed and inviting the President of FOTL (or their designee) to serve as a co-chair of the Truckee Library Design Group.
- c) Recognize FOTL as the community voice of the library and as a driver of development of the library and encourage their continued participation in development efforts.
- d) Include FOTL in discussions about hiring a consulting librarian for the Truckee Library Design Group and make a good faith effort to involve FOTL in hiring consultants and contractors for the library project, including without limitation architects, engineers, and the prime contractor for construction of the library.
- e) Acquire public feedback on the JPA framework through Town Council meetings and County Board of Supervisors meetings.

Section 2: The County of Nevada shall:

- a) Recognize FOTL as a key community representative, advocate, fundraiser, and facilitator of local library services.
- b) Support and collaborate with FOTL in facilitating community partnerships and programming for the library.
- c) Participate in collaborative discussions with FOTL regarding allocation of library sales tax revenue funds, which are currently used to maintain, restore, and enhance County library services, provided that the allocation of such funds shall remain at the sole discretion of the County.

- d) Participate in collaborative discussions with FOTL to determine the baseline of services for the new library, which will be used to evaluate the need for, and cost of, additional services provided by the County, provided that the County shall remain solely responsible for determining what services it will provide.
- e) Collaborate with FOTL in working toward creating a formal process through which FOTL can provide input regarding library operations, including without limitation expanded programming for the new library.

Section 3: Friends of the Truckee Library shall:

- a) Identify the funding source for a fundraising feasibility study, which will determine the realistic amount FOTL can raise for the library from the community.
- b) Complete the fundraising feasibility study and share results with the other Parties.
- c) Identify a funding source for a revenue measure campaign, contingent upon the JPA proposing a ballot measure to partially fund the development of the new library.
- d) Support and collaborate with the County in facilitating community partnerships and programming for the library.
- e) Play a lead role in maintaining community enthusiasm for the new library while also managing the community's expectations about operations of the new library.
- f) Collaborate with the County to develop standardized messaging regarding operations of the new Truckee library.
- g) Develop and propose a new approach to discussing the allocation of any Library sales tax measure revenue.

Section 4: The Parties shall:

- a) Continue to work in partnership toward the completion of the new Truckee library while promoting the goals of the library: to expand and enhance space for library services, provide additional community meeting space, establish a community resilience center, and support diversity, equity, and inclusion efforts.
- b) Endeavor to reach agreement on topics relating to the development of the new Truckee library and resolve conflicts related to aspects of the new library which are addressed in this MOU.

- c) Communicate concerns to the other Parties hereto regarding their relationship, including regarding longevity of the relationship.
- d) Initiate work on a grant strategy, engage other partners to raise funds for the library, and identify options to fill the funding gap.
- e) Pursue an aggressive but realistic schedule for completing tasks relevant to the development of the new library, including development of a road map for moving the project forward.

Section 5: Term of Agreement:

This MOU shall be in effect from the date of the last signature until terminated as set forth in Section 7.

Section 6: Amendments

This MOU may be amended or modified only by written agreement of all Parties.

Section 7: Termination

A party may withdraw from this MOU at any time upon 60 days written notice to the remaining Parties. Upon a party's departure, this MOU will remain in effect until one or both remaining Parties decide to withdraw or otherwise terminate the MOU, which may be done by providing 60 days written notice to the other remaining party to this MOU.

Section 8: Effective Date


This MOU shall be in effect as of the last date written below:

TOWN OF TRUCKEE

Jen Callaway
Jen Callaway, Town Manager

2/2/2024
Date

Approved as to Form:



Andrew Morris, Town Attorney

2/1/2024

Date

COUNTY OF NEVADA




Alison Lehman, County Executive Officer

2/1/2024

Date

Approved as to Form:



Katharine Elliott, County Counsel

2/1/2024

Date

FRIENDS OF THE TRUCKEE LIBRARY



Louise Zabriskie, President

2/2/2024

Date