

JOINT POWERS AGREEMENT FOR A NEW LIBRARY FACILITY IN THE TRUCKEE AREA

This Joint Powers Agreement for the Provision of a New Library Facility in the Truckee Area (“Agreement”) by the Truckee Library Joint Powers Authority is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the members (“Members”) hereto.

RECITALS

A. The County of Nevada and the Town of Truckee desire to create a joint powers authority entity pursuant to California Government Code sections 6500, *et seq.* (the “JPA Act”) named the Truckee Library Joint Powers Authority (the “Library JPA”), which will be established for the purpose of constructing and maintaining a new public county library (“Truckee Library”) serving the area in and around the Town of Truckee.

B. The Truckee Library will be a county free library pursuant to California Education Code sections 19100, *et seq.*

C. The Library JPA will be a local agency pursuant to California Revenue and Taxation Code section 95(m), and a special district pursuant to California Revenue and Taxation Code sections 2215 and 2216.

D. The Agreement will provide the option for additional Members to join after the initial formation of the Library JPA.

E. The intent of the Library JPA is to collaborate with community partners to secure financing for the construction and maintenance of the Truckee Library.

F. This JPA has been established in coordination with the Friends of the Truckee Library (“FOTL”) and, in support of the ongoing coordination and relationship with FOTL, the County of Nevada and Town of Truckee will enter into a separate Memorandum of Understanding (“MOU”) between the JPA and FOTL.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the executing Members agree to the following terms and provisions:

I. PURPOSE

A. JPA Agreement. The purpose of this Agreement is to create the Library JPA as a distinct public entity, separate and apart from the Members, pursuant to the provisions of the JPA Act (Government Code section 6506) and Education Code sections 19100, *et seq.* It is the intent of the Members that, under this Agreement, the Library continue as a distinct public entity under the JPA Act and other applicable law. Pursuant to Government Code section 6508.1, the debts, liabilities, or obligations of the Library JPA shall not be debts, liabilities, or obligations of the individual Members to this Agreement, unless the governing body of a Member expressly agrees in writing to assume any of the debts, liabilities, or obligations of the Library JPA.

B. Library Services Provided. The Library JPA shall be responsible for constructing and maintaining the Truckee Library in the County of Nevada and leasing any land, consistent with the terms of this Agreement.

C. Commitment to Truckee Library. The Members to this Agreement agree to collaborate and work cooperatively with one another and the Library JPA in good faith to ensure the successful construction and maintenance of the Truckee Library.

II. POWERS

A. General Powers. The Library JPA shall have the powers common to the Members to this Agreement that are necessary or convenient to the construction and maintenance of the Truckee Library, as well as other powers accorded to it by law, subject to the restrictions set forth herein. All powers relative to the issuance of bonds or the collection of taxes shall be clearly limited to funding related to the Truckee Library.

B. Specific Powers. The Library JPA is authorized in its own name to perform all acts necessary for the exercise of common powers to carry out this Agreement, including, but not limited to, the following:

1. To make and enter into contracts;
2. To employ agents and employees;
3. To obtain legal, financial, accounting, technical, and other services as needed to carry out its mission;
4. To acquire, construct, manage, and maintain any buildings, works, or improvements;
5. To acquire, hold, lease, or dispose of property;
6. To incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code sections 53850, *et seq.*, and authority under the JPA Act;
7. To issue revenue bonds and other forms of indebtedness;
8. To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law;
9. To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, or local public agency;
10. To receive and administer trusts, gifts, contributions, and bequests, as well as receive donations of property, funds, services and other forms of financial assistance, from any person, entity, or agency;
11. To sue and be sued in its own name;

12. To promulgate, adopt, and enforce any ordinances, policies, rules, and regulations as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement; and

13. To exercise all powers reasonable or necessary to accomplish the foregoing.

C. Eminent Domain. The Library JPA shall not have the power to acquire property by eminent domain unless the Member having jurisdiction over the subject property has expressly granted it such power in writing. Alternatively, Members may, in their respective sole discretion, exercise their own eminent domain powers for the benefit of the Library JPA. The Members shall work cooperatively and in good faith with the Library JPA to address any eminent domain issues for the benefit of the Truckee Library, but the Library JPA shall have no obligation to use this eminent domain authority.

D. Restriction on Exercise of Powers. Pursuant to the JPA Act (i.e., Government Code sections 6508 and 6509), all common powers exercised by the Library JPA shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Nevada, a general law county, and the Town of Truckee, a charter town.

III. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall become effective on _____, or the date by which the governing bodies of all the Members to the Agreement (the County of Nevada and the Town of Truckee) have executed this Agreement, whichever is later. Such date shall be the “Effective Date” for purposes identified herein.

B. Term. This Agreement shall remain effective until it is terminated in accordance with the provisions set forth below in Section X.A, subject to the rights of individual Members to withdraw from the Library JPA.

IV. MEMBERSHIP

A. JPA Members. As of the Effective Date of this Agreement, the sole Members of the Library JPA are the County of Nevada and the Town of Truckee (“Core Members”). These Core Members shall remain Members of the Library JPA after the Effective Date of this Agreement, subject to the terms and conditions herein.

B. Membership Eligibility. After the Effective Date of this Agreement, other public agencies authorized and empowered to contract for the joint exercise of powers under the JPA Act may also become Members of the Library JPA. To become a Member, the governing body of a public agency must: (1) approve of and request membership in writing; (2) execute this Agreement; and (3) present such documents to the Library JPA Board. Admission of a new Member under this provision shall not require this Agreement to be modified or amended but can be subject to limitations as determined by the Core Members.

C. “Member” Defined. For the purposes of this Agreement and after its Effective Date, the term “Member” shall refer to the County of Nevada, the Town of Truckee, and any

public agency which: (1) is eligible to join the Library JPA as a Member pursuant to the provisions of this Agreement; (2) has signed this Agreement as a party; (3) has satisfied all other requirements to become a Member set forth herein; and (4) has been approved to join by the Core Members.

V. GOVERNANCE

A. Board Directors Appointed by Members to the Library JPA. The governing body of each Member of the Library JPA shall be entitled to appoint two executive staff members employed by that Member to sit on the Board as a voting member (“Director”).

1. Each Director shall be appointed to serve at the pleasure of the governing body making the appointment of that Director for a term not to exceed four years; provided, however, that one of the Directors initially appointed from each Member shall serve for an initial term not to exceed two years all subsequent appointments shall be for a term not to exceed four years. There is no limit on the number of terms a Director may serve.

2. Initial appointments to the Board by Members shall become effective on the Effective Date, or immediately after a public agency first becomes a Member of the Library JPA, whichever is later.

3. If a Director’s seat on the Board becomes vacant at any time, the governing body of the Member shall appoint another representative to fill the vacancy within 60 days of the date on which such position became vacant for that Director’s term.

4. Directors newly appointed to the Board shall be provided with training for their position by the Board, Library JPA Administrator, or other persons, as designated by the Board.

B. Board Officers. The Directors shall select from among themselves, a Chair who shall be the presiding officer of all Board meetings, and a Vice Chair who shall serve in the absence of the Chair. In addition, the Board shall appoint a Secretary and/or Clerk (who need not be Directors) to be responsible for keeping the minutes of all meetings of the Board and posting agendas.

C. Reimbursement of Expenses. Directors shall serve without compensation but may be paid actual expenses incurred in the performance of their duties.

D. No Personal Liability of Directors. Under the JPA Act, no Director shall be personally liable for any debts, obligations, or liabilities of the Library JPA, or on any bonds issued by the Library JPA, nor subject to any personal liability or accountability by reason of the Library JPA’s incurrence of debts, obligations or liabilities or issuance of bonds.

E. Library JPA Board of Directors. The Library JPA Board of Directors (the “Board”) is the governing and administrative body of the Library JPA. Generally, the Board shall be responsible for exercising the powers set forth in this Agreement and applicable law to accomplish the purposes of the Library JPA. Specific responsibilities of the Board are as follows:

1. Provide structure and direction for operational, administrative and fiscal oversight of the Library JPA;
2. Before the beginning of each Fiscal Year (as defined in Section VIII.D), adopt, in its sole discretion, either an annual or a multi-year budget for the Library JPA, and revise it periodically as necessary;
3. Ensure strict accountability of all funds and reports of all receipts and disbursements;
4. Identify and work with FOTL to pursue additional funding sources for the Truckee Library;
5. If approved by a majority vote of all of the Directors of the Board, issue bonds or other forms of indebtedness, and/or impose or levy taxes as authorized by this Agreement and/or applicable law;
6. Approve a strategic plan which addresses existing and proposed new facilities, technology, and budget, at least once every ten years;
7. Adopt a facilities maintenance plan at least once every three years, and revise it as necessary;
8. Contract for, employ or otherwise engage sufficient administrative, technical, support and other staff, consultants and contractors, and provide for necessary direction, management and oversight for all staff, consultants and contractors;
9. Approve employment agreements or memoranda of understanding with employees and/or their representative bargaining units;
10. Adopt personnel rules and regulations;
11. Oversee the Library JPA Administrator's performance of duties;
12. Adopt rules for procuring supplies, equipment and services, and for the disposal of surplus property;
13. Adopt a conflict of interest code, as required by law;
14. Adopt bylaws, policies, rules and regulations as necessary for the purposes of this Agreement; provided that nothing in the bylaws, policies, rules and regulations shall conflict with this Agreement or applicable law;
15. Review this Agreement once every ten years to determine its continuing effectiveness, and present written findings to Members; and
16. Discharge other duties consistent with the purposes of this Agreement as appropriate or required by statute.
17. Establish a work group, to be known as the Truckee Library Design Group ("TDLG") for input on planning and design, which includes the County

Librarian, or their designee, a Truckee library staff person, a Town of Truckee representative, two (2) persons designated by FOTL, and a consulting librarian, and which would work with the Library JPA Administrator and report directly to the Board,

18. Establish a list of experts for input on construction and engineering.

VI. BOARD MEETINGS AND VOTING

A. Regular Meetings. The Board shall hold its regular meetings monthly pursuant to a meeting schedule, unless the Board establishes a different meeting schedule, but may reschedule or dispense with particular meetings as it deems necessary or appropriate.

B. Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the bylaws.

C. Standing Agenda Items. There shall be a standing agenda item for each regular meeting to allow for discussion with, or a report from, FOTL and TLDG relating to the subject matter jurisdiction of the JPA.

D. Call, Notice, and Conduct of Meetings. All meetings of the Board shall be noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code sections 54950, *et seq.* As soon as practicable, but no later than the time of posting, the Secretary or Clerk shall provide a copy of the posted agenda to each Member and Board Member. Board Members may attend meetings remotely (via telephone, video conferencing, etc.) with full voting rights, to the extent practicable and as permitted by law.

E. Minutes. The Secretary or Clerk shall prepare minutes of all Board meetings as soon as practicable after each meeting and shall make the draft minutes available to each Director, the Members, FOTL, and, upon request, to any other interested parties. The Board shall consider the minutes at the next regular meeting for approval.

F. Quorum. A majority of the Directors duly appointed to the Board as of any meeting date shall constitute a quorum of the Board for the transaction of business as long as there is one Director from each Member present. If there is less than a quorum present at a meeting, no Board action can be taken, and the meeting may be adjourned. If only three (3) Directors are present, a unanimous vote is required in order to take any action.

G. Voting. All voting powers of the Library JPA shall reside in the Board. Each Director shall have one vote. No absentee ballots or proxies are permitted.

VII. OFFICERS, COMMITTEES, AND LIAISONS

A. Library JPA Administrator. The Board shall appoint a Library JPA Administrator who shall report directly to the Board and shall serve at the pleasure of the Board. The Library JPA Administrator shall be responsible for the day-to-day operation, administration, and management of the Library JPA, and shall perform duties as assigned by the Board and specified in this Agreement.

1. Subject to the general policies adopted by the Board, the Library JPA Administrator shall oversee the funding, construction, and ongoing maintenance of the Truckee Library and shall, subject to budget limitations, determine what materials, furniture, fixtures, and equipment shall be purchased.

2. The Library JPA Administrator shall have the power to employ staff, consultants and independent contractors as may be necessary to carry out the purposes of this Agreement, subject to the polices, rules and regulations set by the Board.

3. The Library JPA Administrator is authorized to make payments for the Library JPA under any contract or agreement previously approved by the Board where the payments are identified therein. The Board may also, by resolution, authorize the Library JPA Administrator to pay claims of the Library JPA which do not exceed amounts identified in the resolution.

4. The Library JPA Administrator shall prepare and file all notices with the Secretary of State as required by Government Code sections 6503.5, *et seq.*, and shall be responsible for preparing and filing any other notices required by law.

5. The Library JPA Administrator is the custodian of Library JPA property and, pursuant to Government Code section 6505.1, is required to file an official bond in an amount set by the Board or as otherwise required by law.

B. Chief Financial Officer. The Library JPA Administrator shall appoint a person, firm, or entity to act as the Chief Financial Officer to the Library JPA. The Chief Financial Officer shall be responsible for overseeing the Library JPA's financial activities and shall, in writing, approve the accuracy of figures contained in each recommended budget presented to the Board. The Chief Financial Officer shall report directly to the Library JPA Administrator.

C. Auditor-Controller and Annual Audit. The County of Nevada Auditor-Controller shall act as the Treasurer and Controller for the Library JPA. The Treasurer and Controller shall perform all usual and customary duties of their offices for the Library JPA, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer and/or Controller to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

D. Legal Counsel. The Board shall appoint, or enter into an agreement with, a person, firm, or entity to act as general legal counsel to the Library JPA.

E. Committees. The Board may establish any advisory committees it deems appropriate to assist it in carrying out its functions, including both standing and ad hoc committees.

F. Liaisons. The Board may appoint liaisons to the Board as it deems appropriate to assist it in carrying out its functions, and to assist with outreach and other community functions.

G. The officers described herein may be employees or officers of any of the Members.

VIII. LIBRARY BUDGET, TAX LEVIES AND REPORTING

A. Budget Requirements. The Library JPA shall operate only under an approved and balanced budget, which must be reviewed, adopted, and/or revised by the Board each Fiscal Year. The Board may revise an adopted budget as may be reasonably necessary to address contingencies, and unexpected expenses or financial circumstances.

B. Budget Process. The Library JPA Administrator is responsible for preparing the recommended budget to present to the Board with assistance from the Chief Financial Officer. At least one month prior to the Board's annual public sessions to be held on the budget, the Library JPA Administrator and Chief Financial Officer shall hold a public discussion or workshop with respect to the budget.

C. Tax Levies. The Library JPA (and any other Member as applicable) shall annually levy, as allowed by law, in the same manner and at the same time as other similar taxes are levied, and in addition to all other taxes, a tax upon all property to construct and maintain the Truckee Library. Such tax revenues shall be deposited with the Library JPA's Treasurer and paid out for the purposes authorized by this Agreement.

D. Fiscal Year. The Library JPA's Fiscal Year shall be 12 months commencing July 1 and ending June 30.

IX. FACILITIES

A. Facilities. The Truckee Library used or operated by the Library JPA shall meet minimum standards satisfactory to the Board.

B. The Library JPA shall enter and maintain one or more lease agreements for the Truckee Library unless the Truckee Library is owned by the Library JPA. The Board shall establish lease agreement standards and requirements in its bylaws and shall approve one or more Library JPA leases that are consistent therewith.

C. The Library JPA and Members who own the Truckee Library shall work together to plan for the provision and payment of capital improvements and capital repairs to the Truckee Library that is owned by the Library JPA, including but not limited to major repair and replacement of building structures, HVAC systems, plumbing, roofing, ADA improvements, and other structural elements or external features such as parking lots.

D. Any temporary or permanent relocation of the Truckee Library shall be mutually agreed upon by the Library JPA and the Member(s) owning the subject library facility or facilities.

E. Any architects retained by a Member for such purposes shall consult with the Library JPA Administrator as often as the latter deems necessary to the proper exercise of their responsibilities.

X. TERMINATION AND WITHDRAWAL

A. Mutual Termination. This Agreement may be terminated only by the mutual agreement of all Members; withdrawal of all but one of the Members shall constitute a mutual termination of this Agreement by all Members as of the end of the Fiscal Year in which the penultimate Member withdraws. Upon termination of this Agreement, Members shall mutually agree upon the disposition of Library JPA funds and assets remaining after satisfaction of all debts and obligations, and Members shall retain any real property interests already owned by the Members (i.e., the buildings, underlying land, etc.). If the Members are unable to reach an agreement on such disposition, the Library JPA funds and assets shall be apportioned pursuant to the proportionate share of each Member's initial contribution which shall be determined by the Library JPA's Treasurer.

B. Withdrawal. Subject to Section X.A. of this Agreement, individual Members may withdraw from the Library JPA without affecting the continuing operation or administration of the Library JPA. Individual Members may withdraw from the Library JPA by complying with all applicable laws and by giving a minimum of one year's written notice to the Board and all other Members, which withdrawal shall be effective only at end of a given Fiscal Year. Subject to the terms of any lease, any Member who withdraws from the Library JPA shall retain any real property interests already owned by such Member (i.e., the buildings, underlying land, etc.). Upon withdrawal, the withdrawing Member shall not be entitled to distribution of any Library JPA property or funds; rather, the Library JPA shall retain all property used in the provision of library services at the Member's facilities, including but not limited to furniture, fixtures, technology, equipment, library collections and materials, and the like. Further, a withdrawing Member shall be responsible for satisfying its proportionate share of all outstanding debt and obligations for system-wide costs, that exist at the time of withdrawal, as agreed to by all Members.

XI. MISCELLANEOUS PROVISIONS

A. Privileges and Immunities from Liability. All privileges and immunities from liability, applicable to the activities of officers, agents or employees of a public agency when performing their respective functions, shall apply to the officers, agents, or employees of the Library JPA to the same degree and extent while performing any of the functions and other duties of such officers, agents, or employees under this Agreement. None of the officers, agents, or employees directly employed by the Library JPA shall be deemed, by reason of their employment by the Library JPA, to be employed by the individual Members or subject to any of the requirements of the Members.

B. Insurance. The Library JPA shall be required to obtain insurance or join a self-insurance program(s) in which one or more of the Members participate, appropriate for its operations. All insurance coverages provided by the Library JPA, and/or any self-insurance programs joined by the Library JPA, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Library JPA in its ordinary course of business. The Library JPA shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

C. Indemnification of Members and Participants. The Library JPA shall defend, indemnify, and hold harmless the Members, Directors, and each of their respective officers, agents, and employees, from all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Library JPA.

D. Amendment of this Agreement. This Agreement may be amended only by the written agreement of all Members.

E. Severability. If one or more clauses, sentences, paragraphs, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs, or provision shall be deemed reformed so as to be lawful, valid and enforceable to the maximum extent possible.

F. Members to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays, and holidays) if the sender receives the return receipt. All notices directed to the Library JPA shall be addressed to the Chair of the Library JPA Board, or such other person designated in writing by the Board and shall be copied to all Members.

G. Complete Agreement. This Agreement constitutes the full and complete agreement of the Members with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Members with respect to the subject matter of this Agreement are merged into this Agreement.

H. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all signing Members had signed the same instrument.

WHEREFORE, the Members agree to and execute this Agreement as of the dates set forth below. Signed on _____ 2023, by

COUNTY OF NEVADA

by _____
its duly authorized officer whose position is that
of _____

Signed on _____ 2023, by

TOWN OF TRUCKEE

by _____
its duly authorized officer whose position is that
of _____