



RESOLUTION No. 21-529

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO EXECUTE A CONTRACT WITH BAE URBAN ECONOMICS TO ASSIST WITH THE DEVELOPMENT OF A MULTI-PARTNER ORGANIZATION TO CONSTRUCT A NEW TRUCKEE REGIONAL LIBRARY IN AN AMOUNT NOT TO EXCEED \$61,313 FOR A TERM OF NOVEMBER 16, 2021 THROUGH JUNE 30, 2022 AND AMENDING THE FY 2021-22 LIBRARY BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Truckee Community desires a new library facility for their region; and

WHEREAS, the County has identified the current Truckee Library facility as being deficient and the local Community's desire for a larger facility in the County's Capital Facilities Master Plan since 2012; and

WHEREAS, the Board of Supervisors has discussed this topic during the past two year's annual Board Workshop; and

WHEREAS, County Voters passed Measure A in 2016, a ¼ cent sales tax measure to support County Libraries which includes in its spend plan a provision to expand, improve, and add library locations; and

WHEREAS, the County and key library partners have identified the next step for this project to be the formation of a new multi-partner organization to finance and construct a new Truckee Regional Library.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors of the County of Nevada, State of California, hereby:

1. Approves the Contract between the County of Nevada and BAE Urban Economics pertaining to assisting the County and key library partners with the design and development of a multi-partner organization to facilitate the financing and construction of a new Truckee Regional Library in the amount not to exceed \$61,313 for the term of November 16th 2021 through June 30th, 2022.
2. Authorizes the Chair of the Board of Supervisors to execute the contract with BAE Urban Economics.
3. Directs the Auditor-Controller to release \$61,313 from the Library Fund balance and amend the Fiscal Year 2021-22 Library budget as follows:

Increase:

1165-60201-531-1000

521520

\$61,313

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of December, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Dan Miller, Chair

12/14/2021 cc: IGS*
AC*(hold)

1/25/2022 cc: IGS*
AC*(release)

Administering Agency: Nevada County Information and General Services- Admin. Division

Contract No. 21-259

Contract Description: Development of a multi-partner organization (JPA) to construct the new Truckee Regional Library

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of December 14, 2021 by and between the County of Nevada, ("County"), and BAE Urban Economics Inc ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Sixty-One Thousand, Two Hundred Thirteen Dollars (\$61,213).**
3. **Term** This Contract shall commence on December 14, 2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract 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 emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a

basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County and to all other authorized federal and state agencies, or their duly authorized representatives.

19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor.

The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
 - A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Information and General Services- Department-
Admin. Division

Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Steve Monaghan-Director of
IGS

Email: steve.monaghan@co.nevada.ca.us

Phone: (530) 265-1239

CONTRACTOR:

Name of firm
BAE Urban Economics

Address 803 2nd Street Ste# A
City, St, Zip Davis, CA 95616
Attn: Matt Kowta-Managing Principal

Email: mkowta@bae1.com

Phone: 530-219-0682 (cell)

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By:


Dan Miller (Dec 15, 2021 19:15 CST)

Date: Dec 15, 2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By:



Dec 16, 2021

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By:


K.L. Elliott (Dec 16, 2021 10:36 PST)

Date: Dec 16, 2021

CONTRACTOR: BAE Urban Economics

By:



Date: Nov 24, 2021

Name: **Matt Kowta**

* Title: **Managing Principal/President**

By:


David Shiver (Nov 24, 2021 15:14 PST)

Date: Nov 24, 2021

Name: David Shiver _____

* Title: _____ Secretary _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

SCHEDULE OF SERVICES

Project Overview

BAE Urban Economics, Inc. (BAE) (“Contractor”) will assist the County of Nevada, the Friends of the Truckee Library, and the Town of Truckee (Core Partners) with the development of a multi-partner organization to construct the new Truckee Regional Library, as well as identification of funding options for construction, operation, and maintenance. The scope of work is based on the understanding that the Core Partners have already determined that a Joint Powers Authority (JPA) is their preferred structure to undertake the project and that Nevada County will be responsible for the operation and maintenance of the library, once completed. The number of participating agencies may expand beyond the three participating agencies listed in this scope at a later date; however, this scope of work is focused on facilitating agreement between the Core Partners on how they will allocate responsibilities within the JPA. Contractor will rely on Nevada County counsel for legal advice about development of the JPA.

Project Team: Contractor discloses a subconsultant partnership with Consero, who will conduct necessary tasks associated with this project scope. Consero commits quality professionals that will offer in-depth expertise to assist in the success of this project.

Contractor commits to subconsult with Consero for the duration of this project. Contractor shall notify the County within 15 business days should staff assignments change. Replacement staff must be of equal to or greater subject matter expertise.

Scope of Work

Task 1: Start-Up and Review of Background Materials

To initiate the project and prepare to engage with the project stakeholders, Contractor will review all relevant background materials, which will be provided by staff from participating agencies. This will include items such as agency staff reports and/or internal memos, examples of joint powers agreements that the Core Partners may consider as potential model for a new JPA for construction of a new library, and other documentation of the process of developing the regional library that has taken place to date. Other information which may be useful could include drawings/specifications for the library facility itself, and other materials that staff or the consultant team may identify. As part of this task, the consultant team will also develop a list of questions to outline the topics for discussion in the Round #1 Core Partner Interviews.

Deliverable

- List of questions for initial Core Partner interviews

Assumptions

- Staff from the participating agencies will provide all relevant background information in electronic format.

Task 2: Round #1 Core Partner Interviews

Contractor will hold an initial round of in-person individual consultations with Core Partner representatives to gain a better understanding of each partner’s objectives and concerns relating to the regional library project as well as the resources to support capital construction that they are willing and able to commit to the project. The three

individual meetings will be scheduled for a single day at a single location in Nevada County, to limit consultant travel time. Contractor will prepare meeting agendas and summaries, as well as follow up on action items.

Deliverable

- Three individual in-person meetings with participating agencies, including agendas, meeting summaries, and follow up on action items.

Assumptions

- County staff will coordinate with the Core Partners and the consultant team to schedule a block of time for the meetings and times for individual Core Partner interview sessions
- Individual meetings will last up to two hours each
- Nevada County or the Town of Truckee will provide a meeting space.

Task 3: Prepare Memo on Points of Agreement and Outstanding Issues

Based on the input from Core Partners gathered in Task 1, Contractor will take the lead on drafting a brief memo to document the points of agreement and outstanding issues that emerge from the Round #1 interviews. BAE will provide input on the memo. This will be a first step of identifying key terms for the roles and responsibilities of Core Partners in the JPA and will inform subsequent discussions to facilitate agreement on the outstanding issues. These points of agreement (i.e., terms) will ultimately form the basis to articulate the roles and responsibilities of each of the Core Partners that will need to be incorporated into the eventual joint powers agreement.

Deliverable

- Memo on points of agreement and outstanding issues

Task 4: Group Meeting #1

Contractor will convene an in-person group meeting with the Core Partners to summarize the findings from the first round of individual interviews (Task 1), and to present and discuss the outstanding issues identified in the Round #1 interviews. The goal will be to facilitate group review of options to resolve the issues, discussion, and to identify mutually acceptable resolutions. Contractor will provide guidance and help facilitate agreement, based on experience from working with other JPAs. Including the points of agreement identified in the Round #1 interviews as well as additional points of agreement established in the meeting, this will lead to an updated/revised memo on points of agreement and outstanding issues that will identify the key elements that should be included in an eventual agreement among the Core Partners to form a JPA. The updated/revised memo will identify the outstanding items that will be the focus of discussions and negotiations in subsequent meetings. The memo will serve as the framework for the Core Partners and legal counsel to use in drafting the JPA and the basis for Contractor recommendations for next steps for the Core Partners after completing this process. Contractor will prepare a meeting agenda and summary, as well as follow up on action items.

Deliverable

- One group meeting with all three participating agencies, including agenda and follow up on action items
- Revised memo on points of agreement among the Core Partners and outstanding issues, covering key elements for the JPA

Assumption

- County staff will coordinate a meeting time and either Nevada County or the Town of Truckee will provide a meeting space

- County Counsel will review and provide written input on the revised memo, considering the key inputs that County Counsel will need to draft the JPA

Task 5: Round #2 Core Partners Interviews

Contractor will convene a second round of individual interviews with the Core Partners to discuss in detail the roles and responsibilities that each agency is individually willing to accept as a participant in the JPA. This will include topics such as provision of in-kind staff support for the JPA, contribution of capital for construction, and provision of ongoing operational funding for the regional library. The three individual meetings will be handled as web meetings, to avoid the need for consultant travel time; however, if it is determined later that in-person meetings are preferred, the project contingency budget could be used to cover the additional expense. Contractor will prepare meeting agendas. After completing the three separate meetings, Contractor will prepare an updated memo on points of agreement and outstanding issues, as well as follow up on action items.

Deliverable

- Three individual web meetings with participating agencies, including agendas
- Updated memo on points of agreement and outstanding issues, and follow up on action items

Assumptions

- County staff will coordinate with the Core Partners and the consultant team to schedule times for individual Core Partner interview sessions
- Meetings will be held remotely via Microsoft Teams or other web meeting application
- Individual meetings will be approximately 1 hour
- County Counsel will review and provide input on the updated memo on points of agreement and outstanding issues

Task 6: Funding and Financing Options for Library Construction and Operation

Based on existing analysis of the financial needs for library construction to be provided by the Nevada County and Friends of the Truckee Library and discussions from the meetings in prior tasks, BAE will identify relevant options for library financing. A likely candidate for financing is for the JPA to issue revenue bonds to cover the facility's estimated construction and lifecycle maintenance costs. BAE will outline financing options that would be available for use by the JPA and the necessary funding for annual debt service, including estimation of the potential per-parcel levy within the library service area that would be needed to support the debt service and necessary debt-service coverage ratio. Based on this research and the discussion with the Core Partners in Group Meeting #1 and the two rounds of individual interviews, BAE will prepare a funding and financing memo, including recommended high-level responsibilities/contributions for capital funding/financing. This will include any up-front cash contributions that Core Partners agree to provide (e.g., fundraising by Friends of the Library, capital facilities funds from the Town and County, such as impact fee revenues) as well as debt and identification of sources of funds for debt repayment. This memo will feed into the strategic plan to be prepared in Task 9. The memo will also identify the sources of funding that the County will use to fund the ongoing operation and maintenance of the library.

Deliverable

- Funding and financing memo, to be provided in advance of Group Meeting #2

Assumptions

- BAE will model the potential revenue generation from a parcel tax or similar property-based levy for property within the regional library service area.
- County staff will provide Assessor's parcel data for properties within the service area.
- Core Partners will provide information regarding their ability to provide up front cash contributions for construction as well as ongoing operational funding from various sources.

Task 7: Group Meeting #2

Contractor will convene a second group meeting with the Core Partners to review the Funding and Financing options memo, seek consensus on the outstanding issues, such as a broad financial structure, capital contributions for construction, financing mechanisms to be used and funding sources for debt service, responsibility for managing the library design and construction process, and related responsibilities of Core Partners. The outcomes of these discussions along with previous points of agreement will form the basis for the development of the JPA. Based on the discussion from the group meeting, Contractor will revise the memo on points of agreement and outstanding issues. Contractor will prepare a meeting agenda.

Deliverable

- One group meeting with all three participating agencies, including agenda, updated memo on points of agreement and outstanding items, and follow up on action items

Assumption

- County staff will coordinate a meeting time and either Nevada County or the Town of Truckee will provide a meeting room.

Task 8: Identify Next Steps for Core Partners

Based on the work completed in previous tasks, Contractor will expand the memo on points of agreement and outstanding issues to include recommended next steps for the Core Partners to take in forming the JPA. BAE will provide input on the memo.

Deliverable

- Revised memo on points of agreement, outstanding issues, and recommended next steps memo. The next steps component will be approximately two to three pages of high-level recommendations.

Assumptions

- The Core Partners will have come to agreement on key elements of the JPA formation and roles and responsibilities of each partner. This will provide the basis for drafting the joint powers agreement, which will be handled as a separate task by County Counsel
- County Counsel will provide input on the next steps and legal requirements
- Contractor will recommend next steps for formation of the JPA, but will not establish the JPA

Task 9: Group Meeting #3

Contractor will convene a third meeting of the Core Partners to review the memo on the points of agreement for formation of the JPA and next steps. Contractor will send the revised memo on points of agreement and next steps out for review prior to the meeting so that the Core Partners can prepare to discuss the draft and provide feedback at the meeting. Contractor will prepare a meeting agenda.

Deliverable

- One group meeting with all three participating agencies, including agenda, and follow up on action items

Assumption

- County staff will coordinate a meeting time and either Nevada County or the Town of Truckee will provide a meeting room
- Final revisions to the memo on points of agreement memo and next steps will be agreed upon in the meeting

Task 10: Prepare Final Memo on Points of Agreement and Next Steps

After the third group meeting, Contractor will finalize the memo on points of agreement and next steps, for the participating agencies' use in drafting the actual joint powers agreement and undertaking other key implementation steps, based on any feedback provided at Group Meeting #3.

Deliverable

- Final memo on points of agreement for JPA formation and next steps

Assumption

- Refinements to the memo on points of agreement and next steps will be limited (i.e., fine-tuning) and will be agreed upon by the Core Partners in Group Meeting #3.

Task 11: Assist with JPA Formation

Although not scoped and budgeted at this time, Contractor will be available to assist as required in the formation and implementation of the JPA including, but not limited to, support for items identified in the Next Steps memo.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below in the not to exceed amount of \$61,213. Reimbursement of travel, lodging and miscellaneous expenses is allowed in the not to exceed amount of \$1,500 and must be documented and approved by Contract Administrator. Appropriate documentation of receipts must be included and travel, lodging and meals will not be reimbursed beyond the federal per diem rates. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

Payment Schedule:

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below

| Task | BAE | Subconsultant (Consero) | Total |
|--|-----------------|------------------------------------|-----------------|
| Task 1: Start-Up and Review of Background Materials | \$1,200 | \$3,130 | \$4,330 |
| Task 2: Round #1 Core Partner Interviews | \$2,480 | \$4,563 | \$7,043 |
| Task 3: Memo on Points of Agreement/Outstanding Issues | \$620 | \$3,035 | \$3,655 |
| Task 4: Group Meeting #1 | \$2,170 | \$3,468 | \$5,638 |
| Task 5: Round #2 Core Partners Interviews | \$1,550 | \$3,143 | \$4,693 |
| Task 6: Funding and Financing Options for Library Construction and Operation | \$7,500 | \$780 | \$8,280 |
| Task 7: Group Meeting #2 | \$2,170 | \$3,468 | \$5,638 |
| Task 8: Prepare Memo on Next Steps | \$620 | \$3,035 | \$3,655 |
| Task 9: Group Meeting #3 | \$2,170 | \$3,468 | \$5,638 |
| Task 10: Prepare Final Points of Agreement Memo and Next Steps Memo | \$930 | \$3,035 | \$3,965 |
| Task 11: Assist with Organization Formation | not budgeted | not budgeted | not budgeted |
| Subconsultant administration (7%) | \$2,179 | n.a. | \$2,179 |
| Reimbursable Expenses (Travel, Meals) | \$1,000 | \$500 | \$1,500 |
| <i>Contingency</i> | | | \$5,000 |
| Total | \$24,589 | \$31,624 | \$61,213 |

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County as defined below. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

- Summary of hours per task
- Dates services were rendered
- Contract number

Submit all invoices to:

Nevada County
Information and General Services Department-
Admin Division
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: igsadmin@co.nevada.ca.us
Phone: 530-265-1442

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- vii. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- viii. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator..

SUMMARY OF CONTRACT

Contractor Name BAE Urban Economics Inc.

Description of Services Development of a multi-partner organization (JPA) to construct the new Truckee Regional Library

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$61,213

Contract Start Date: 11/16/2021

Contract End Date: 6/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

| | |
|--|----------------------------------|
| Commercial General Liability (\$2,000,000) | 1165-60201-531-1000 |
| Automobile Liability (\$1,000,000) | Click or tap here to enter text. |
| Worker's Compensation (Statutory Limits) | |

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County

Information and General Services- Department- Admin. Division

Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Steve Monaghan-Director of IGS

Email: steve.monaghan@co.nevada.ca.us
Phone: (530) 265-1239

CONTRACTOR:

Name of firm
BAE Urban Economics

Address 803 2nd Street Ste# A
City, St, Zip Davis, CA 95616
Attn: Matt Kowta-Managing Principal

Email: mkowta@bae1.com
Phone: 530-219-0682 (cell)

EDD Worksheet Required

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Individ., Dba, Ass'n Other

Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements