



RESOLUTION No. 17-514

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND THE FRIENDS OF THE LIBRARIES OF NEVADA COUNTY PERTAINING TO FUNDRAISING, THE DORIS FOLEY LIBRARY FOR HISTORICAL RESEARCH, AND GENERAL SUPPORT FOR THE PERIOD JULY 1, 2017, THROUGH JUNE 30, 2023

WHEREAS, the Friends of the Libraries of Nevada County (Friends) support the Nevada County Community Library generously through year-round fundraising efforts; and

WHEREAS, the Friends took over the day-to-day operations as well as financial responsibility for the Doris Foley Library for Historical Research (Foley) in May 2010; and

WHEREAS, the County of Nevada and the Friends entered into a Memorandum of Understanding (MOU) approved by Resolution 10-197 providing for the Friends to operate the Foley, which MOU was subsequently amended by Resolutions 11-334 and 16-321; and

WHEREAS, the Friends have requested that they focus on fundraising and general support for the Library while the County of Nevada resumes operation of the Foley.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that the Agreement between the County of Nevada and the Friends of the Libraries of Nevada County, pertaining to the management of the Doris Foley Library for Historical Research and pertaining to fundraising and general support by the Friends, effective July 1, 2017 through June 30, 2023 hereby is approved and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of October, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

10/10/2017 cc: Library*
AC* (Hold)

1/17/2018 cc: Library*
AC* (Release)
FOTL

AGREEMENT BETWEEN THE COUNTY OF NEVADA AND
THE FRIENDS OF THE LIBRARIES OF NEVADA COUNTY
July 1, 2017 – June 30, 2023

PREAMBLE

Since 2010, the County of Nevada (“County”) and the Friends of the Libraries of Nevada County (“Friends”), have enjoyed a cooperative working relationship whereby the Friends have operated the Doris Foley Library for Historical Research (“Foley Library”) and have conducted fundraising activities for the benefit of the Nevada County Community Libraries. The County is grateful to the Friends for their dedicated operation of the Foley Library over the past seven years. By this Agreement, the parties intend to continue their strong and cooperative working relationship, with responsibility for operations of the Foley Library transferred back to the County and the Friends continuing to conduct fundraising activities for the benefit of the Nevada County Community Libraries. The term of this Agreement shall be from July 1, 2017 through June 30, 2023 and shall be renewable upon mutual agreement by the parties. This agreement is effective on the date signed by the County, but is operative as of July 1, 2017.

Accordingly, the County and the Friends mutually agree to the following:

Section 1: General Understandings between COUNTY and FRIENDS:

- 1.1 The Friends is a California nonprofit corporation that has been recognized by the federal government as a charitable organization as described in section 501(c)(3) of the Internal Revenue Code, and whose mission is to support the Nevada County Libraries in the western portion of the County. The Friends will remain a corporation in good standing with the California Secretary of State and will provide to the County a copy of their annual Form 990 filed with the Internal Revenue Service.
- 1.2 The Friends have operated and paid the operational costs for the Doris Foley Library for Historical Research, which is located at 211 N. Pine Street, Nevada City, California, since May 12, 2010. This arrangement was intended to be of a temporary nature and the Friends have requested that the County resume oversight of the branch as well as operational costs as of July 1, 2017.
- 1.3 The County is grateful to the Friends for their ongoing support, both in terms of material contributions and enhanced community appreciation for the County’s libraries.
- 1.4 The County has an obligation to the public to ensure that transactions by which the County acquires resources or allows its resources to be used by others are appropriately accounted for and subject to full and proper disclosure.
- 1.5 Annual support by the Friends to the County libraries as described herein will not impact the County’s obligation under Measure A to provide annual funding to the libraries from the County General fund.

Section 2: Operation of the Doris Foley Library for Historical Research

2.1 Transition

The Friends will work with the County Librarian and her designee(s) toward a smooth transition of operations.

2.2 Programming

For over 40 years the Friends have operated a monthly book sale out of the lower level of the Doris Foley Library, selling used library books and donated books. Funds from the sale of these books are used to purchase books and materials for the public libraries in Western Nevada County and to help support library programs. The Friends will continue this practice and may increase the frequency of the book sales.

2.3 Research Volunteers

2.3.1 The Friends' volunteers at the Doris Foley Library are experts in local history and genealogy. The County welcomes their continued support of the Doris Foley Library through their volunteer hours spent assisting visitors to the Library.

2.3.2 Any person working or volunteering at the Doris Foley Library will sign the "Confidentiality of Customer Records Policy Agreement" which is included as Exhibit A to this Agreement. The Library will keep these agreements on file.

2.4 Library Materials

The County acknowledges receipt of the inventory of materials present in the Doris Foley Library Collection ("Collection") as of April 26, 2010, attached hereto as Exhibit B. These materials remain the property of the County, as do materials added to the collection during the term of the previous agreement.

2.5 Facilities and Equipment

The County will assume the payment of all bills and service agreements related to the Doris Foley Library as of July 1, 2017.

Section 3: Fundraising and General Support by the Friends of the Nevada County Libraries

3.1 The Friends, consistent with their chartered purpose, will raise funds in the community through used book sales and other items and activities for the benefit of the Nevada County Community Libraries. All handling of funds so raised will be the responsibility of the Friends.

3.2 The County will provide space in each of its western Nevada County library locations for the Friends to conduct ongoing book sales. A locked box will be available at each location for the sole purpose of receiving payments from the public for Friends items. County staff employed in the libraries will not have access to the Friends' locked payment box and will not administer the in-library sale of used books and other items on behalf of the Friends. Designated Friends representatives will pick up the funds from the respective libraries at least

- this sales space as a convenience to the Friends and does not accept responsibility for loss or theft of Friends funds.
- 3.3 The County will provide space on the lower floor of the Doris Foley Library for use by the Friends to conduct a monthly book sale and for sorting donated books and ephemera in preparation for the sale.
 - 3.4 Due to the nature of book sale preparations, the Friends require access to the Doris Foley Library when County employees are not present. The Friends may keep a key to the Doris Foley Library and be informed of the alarm code.
 - 3.5 The Friends will identify to the County those individuals who will have access to County facilities during non-operating hours. The County has the right to exclude the access of any individual from County facilities.
 - 3.6 From time to time, the County will provide to the Friends library materials that are no longer needed for the libraries' collections, and materials donated to the library that are not suitable for the libraries' collections. The Friends may sell these materials for their fundraising purposes.
 - 3.7 In December of each year, the County Librarian will provide a funding proposal to the Friends. The proposal will indicate categories of materials and programs and request a specific amount of funding for each category.
 - 3.8 The Friends will respond to the funding proposal in February of the following year, indicating the amount of funding that the Friends are committed to provide in each of the requested categories.
 - 3.9 The County Librarian will submit to the County Board of Supervisors the Friends' annual commitment, which the Board may accept as a grant to the County.
 - 3.10 The County will include in its budget the projected revenue to be received from the Friends and the corresponding materials and program expense to be supported by the Friends.
 - 3.11 The County will purchase those materials and carry out those library programs for which the Friends have committed financial support, and will provide the Friends copies of the paid invoices for those materials and program expenses.
 - 3.12 The Friends will reimburse the County for the cost of expenses incurred in accordance with its annual funding commitment.
 - 3.13 Notwithstanding the other provisions of this Agreement, the County acknowledges and affirms that all decisions regarding the expenditure or disbursement of any and all funds raised or held by the Friends in any manner are entirely, and solely, the responsibility of the Friends Board of Directors. Nothing in this Agreement is intended to, nor will in any manner, delegate that responsibility to the County or any other entity.

Section 4: Insurance

- 4.1 **Commercial General Liability Insurance:** (County Resolution No. 90674)
Friends shall maintain a policy of Commercial General Liability Insurance, broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in an amount no less than

\$1 million and shall provide the County proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (ii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with the Friend's insurance, with respect to the Friends' use of the lower floor of the Doris Foley Library; and
- (iii) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days of non-payment of premium).

4.2 Automobile Liability Insurance: (County Resolution No. 90676)

Any volunteer working at the Doris Foley Library will be registered with the Retired Seniors Volunteer Program (RSVP) and covered under the RSVP automobile liability policy.

4.3 Worker's Compensation: (County Resolution No. 90674)

Any volunteer working at the Doris Foley Library will be registered with the Retired Seniors Volunteer Program (RSVP) and covered under the RSVP casualty policy.

4.4 Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if the Friends change insurance carriers during the term of this Contract or any extensions hereof, then the Friends shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

Section 5: Other Terms and Conditions

5.1 Indemnity

Nothing herein shall be construed as a limitation of the Friends' liability, and the Friends shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and reasonable attorney fees) arising under this Agreement which result from the negligent act, willful misconduct, or error or omission of the Friends, except such loss or damage which was caused by the sole negligence or

willful misconduct of County or its officers, officials, employees, agents and volunteers.

5.2 **Termination:**

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other.

5.3 **Notices:**


Any notices required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be delivered to:

If to County: Laura Pappani, County Librarian
Madelyn Helling Library
980 Helling Way
Nevada City, CA 95959

If to Friends: Alexis Tjoa, President
Friends of the Libraries of Nevada County
Madelyn Helling Library
980 Helling Way
Nevada City, CA 95959

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

**FRIENDS OF THE LIBRARIES OF
NEVADA COUNTY**



Alexis Tjoa
President

Dated: 8/19/17

COUNTY OF NEVADA:



Honorable Hank Weston Edward Scofield
Chair, Board of Supervisors

Dated: 1/16/18

Attest: 

Julie Patterson-Hunter
Clerk of the Board of Supervisors

Approved as to form:



County Counsel

**SIDE LETTER AGREEMENT ENTERED INTO BETWEEN THE COUNTY OF
NEVADA AND THE FRIENDS OF THE NEVADA COUNTY LIBRARIES**

THIS SIDE LETTER AGREEMENT is entered into by and between the COUNTY OF NEVADA (“County”), and the FRIENDS OF THE NEVADA COUNTY LIBRARIES (“Friends”).

WHEREAS, the County and the Friends have previously entered into an agreement which expires on June 30, 2023; and

WHEREAS, the County has notified the Friends of its intent to restrict access to the Doris Foley Library when County employees are not present, effective February 1, 2018; and

WHEREAS, the County and Friends intend to continue a cooperative working relationship.

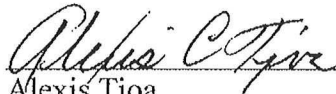
NOW, THEREFORE, IT IS AGREED between the County and Friends as follows:

1. The Friends acknowledge that the County has provided the requisite notice of intent to restrict access to the Doris Foley Library.
2. The County and Friends agree that Section 3.5 of the Agreement between the County of Nevada and the Friends of the Nevada County Libraries entered into on July 1, 2017 is altered.
3. The County and Friends agree that in the Friends will have access to the upper floor of the Doris Foley Library only when a County employee is present.
4. The County and Friends agree that the Friends may keep a key and be informed of the alarm code for the lower level of the Doris Foley Library, for the expressed purpose of delivering books, but may not conduct any sorting activity unless a County employee is present.
5. This side letter agreement shall be in effect from its execution by both parties and shall remain in full force and effect until the termination of the original agreement, or under the terms of Section 5.2 of the Agreement Between the County of Nevada and the Friends of the Nevada County Libraries dated July 1, 2017.

IN WITNESS WHEREOF, the parties have agreed to all of the terms and conditions contained within this Side Letter Agreement on the dates set forth hereinafter.

FRIENDS OF THE NEVADA COUNTY LIBRARIES:

COUNTY OF NEVADA:



Alexis Tjoa
President

Date: 1/16/18



Yolande Wilburn
Acting County Librarian

Date: 1/16/18