

2020-2021

**AGREEMENT FOR
SNOW REMOVAL SERVICES BETWEEN
THE TOWN OF TRUCKEE AND COUNTY OF NEVADA**

For and in consideration of the mutual promises herein exchanged, the Town of Truckee (TOWN) and the County of Nevada (COUNTY) do hereby agree as follows:

1. TOWN shall install and maintain snow poles in the COUNTY area and shall remove the snow from the COUNTY streets on Exhibit "A" attached to this Agreement, as described in Exhibit "B" attached to this Agreement. COUNTY will pay for said services as provided for in Exhibit "C". TOWN shall invoice COUNTY for service charges in April 2021 for \$65,000, with a reconciliation in November 2021 as described in Exhibit "C". Total charges under this Agreement shall not exceed \$80,000 for the term of this Agreement. Insurance requirements for both parties shall be as described in Exhibit "D".
2. All such snow removal shall be conducted in accordance with all applicable laws in a good and workmanlike manner, and in as timely a fashion as possible, given weather conditions and equipment limitations. To the maximum extent practical, each street shall be plowed at least once for every 12-hour period during which minimum snow accumulation of 4" of snow is reached on roadway.
3. TOWN and COUNTY shall each appoint their respective Director of Public Works (or designees) to act as their representatives for purposes of coordinating snow removal operations. The respective Directors shall meet as required to carry out the purposes of this Agreement and hereby delegate authority as may be reasonably required to effectuate its purposes. The Directors may add or delete road segments by mutual agreement as conditions warrant.
4. This agreement is for service from TOWN only, with payment as provided for herein. The initial term of this Agreement shall commence on October 1, 2020, and conclude June 30, 2021, unless the parties hereto deem an earlier commencement or later conclusion is necessary due to weather conditions. This Agreement shall automatically renew for four (4) successive one (1) year terms thereafter until and unless either Party provides the other Party with notice of termination as provided in Section 5 below.
5. This Agreement can be cancelled with or without cause by either party upon sixty (60) days notice to the other party. In the event of termination, TOWN shall prepare and deliver to COUNTY a final invoice.
6. Neither TOWN nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by

COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless TOWN, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, activity or jurisdiction delegated to COUNTY under this Agreement.

Neither COUNTY nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, activity or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless COUNTY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement.

7. Written notice shall be served by US Mail or in person to the following:

COUNTY OF NEVADA: Trisha Tillotson
Director of Public Works
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

TOWN OF TRUCKEE: Dan Wilkins
Director of Public Works
Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

8. Any amendments to this Agreement shall be in writing and signed by both parties. This agreement shall be interpreted in accordance with the laws of the State of California. This document represents the entire agreement of the parties with regard to its terms and supersede and replaces all previous similar agreements with regard to the provision of such service. This agreement has been jointly prepared by the parties and no presumption shall arise with regard to the indemnity of the drafter.

[signatures on following page]

SIGNATURE PAGE TO AGREEMENT FOR SNOW REMOVAL SERVICES


TOWN OF TRUCKEE

Dated: 11/9/20


Jen Callaway, Town Manager

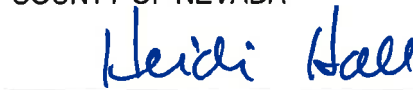
APPROVED AS TO FORM:

Dated: 11/9/2020


Andrew Morris, Town Attorney
Town of Truckee

COUNTY OF NEVADA

Dated: 11/25/2020


Heidi Hall, Chair
Nevada County Board of Supervisors

APPROVED AS TO FORM:

Dated: 12/2/2020


Katherine Elliot
County Counsel

EXHIBIT A

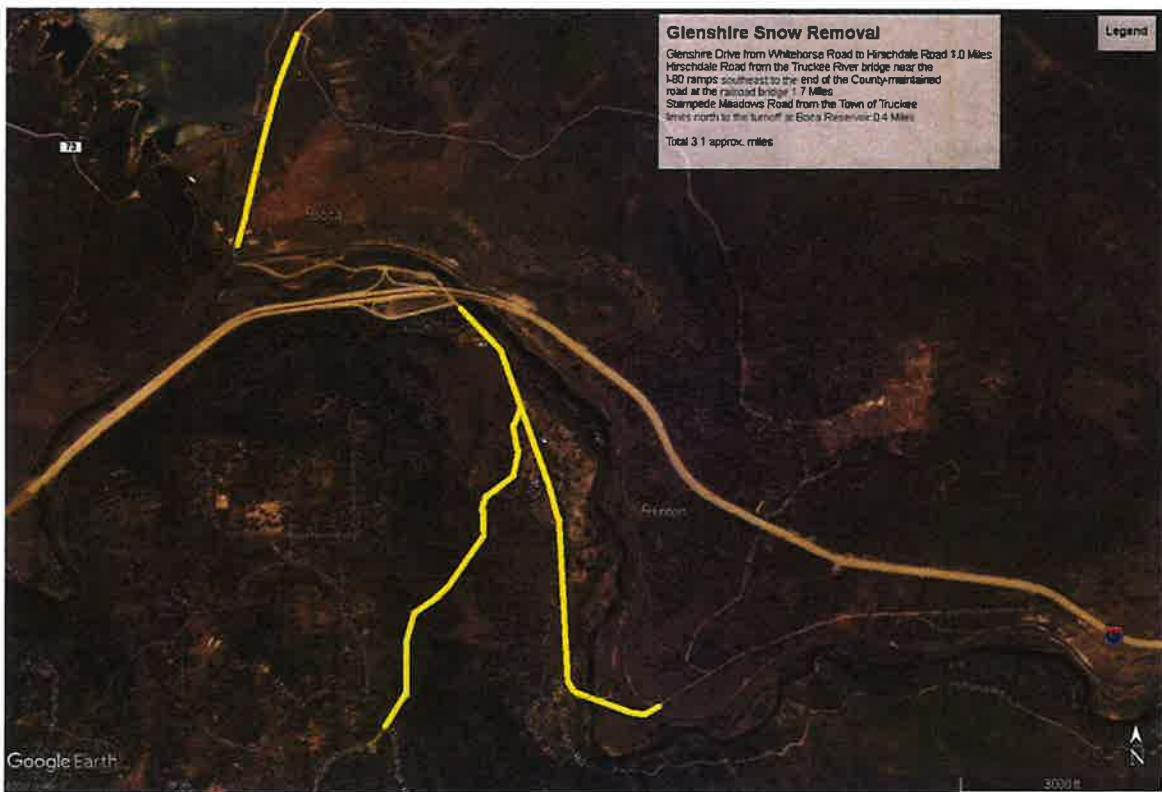


EXHIBIT B

SCOPE OF WORK

PLOWING: Plowing shall consist of removing snow from the County roads as shown on Exhibit A. The service shall be provided seven (7) days per week, from October 1 to June 30 unless the parties hereto deem an earlier commencement or later conclusion is necessary. Each street shall be plowed at least once for every 12-hour period during which minimum snow accumulation of 4" of snow is reached on roadway. Snow removal shall be of the entire width of pavement at all times.

SANDING: Approved traction control and de-icing materials shall be applied on Hirschdale Rd. and Glenshire Dr. from the Town limit to Hirschdale Road on an as-needed basis as conditions warrant or when instructed to sand by the Nevada County Department of Public Works, the County Sheriff or the California Highway Patrol.

EXHIBIT C

METHOD OF PAYMENT

The County shall reimburse the Town for Snow Removal Services on a cost per centerline mile basis. The total centerline mileage of Nevada County roads that the Town is providing snow removal services for is 3.1 miles. The snow removal cost per centerline mile will be determined based on the "Total Snow Removal Expenditures" reported in Schedule 8 of The Town of Truckee Annual Street Report that is submitted to the State Controller's office in November of each year. This value represents the total cost of snow removal for Town maintained roadways within the Town limits for the prior winter season. This value will be divided by the number of roadway centerline miles within the Town limits that the Town provides snow removal services for in order to determine the Town's cost per centerline mile for providing snow removal services. This value will then be used as the snow removal cost per centerline mile for the Nevada County roads covered by this agreement and as depicted in Exhibit A.

TIME OF BILLING

On or after April 1 of each year, the Town will submit an invoice to Nevada County for \$65,000 which represents the estimated total snow removal cost for the preceding winters' snow removal services that were provided by the Town. On or after November 1 of each year (after the Annual Street Report has been submitted to the State Controller's office), the Town will provide the County with the calculation of the actual Town snow removal cost per centerline mile as described above. If the actual cost per centerline mile multiplied by the 3.1 centerline miles of Nevada County roads for which snow removal services are being provided exceeds the estimated amount of \$65,000, the Town will submit a supplemental invoice to the County for the difference. If the actual cost is less than the estimated amount of \$65,000, the Town will provide the County with a refund for the difference.

EXHIBIT D

INSURANCE

COUNTY understands and agrees the TOWN elects to self-insure and participate in a risk pool for general, auto, and worker's compensation liabilities in accordance with Government Code section 990 and Labor Code Section 3700. TOWN's coverage will be at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability on an "occurrence" basis to include products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00; TOWN's auto coverage shall be at least as broad as Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto) with limit no less than \$1,000,000.00. TOWN shall maintain statutory limits for workers' compensation benefit. Under this form of insurance, TOWN and its employees acting in the course and scope of their employment are covered for tort and worker's compensation liability arising out of official TOWN business. All claims against TOWN based on tort liability should be presented in accordance with the Government tort claims act.