

**AMENDMENT No. 1 TO AGREEMENT WITH TOWN OF TRUCKEE**

**THIS AMENDMENT** is executed this 12th day of December, 2017 by and between TOWN OF TRUCKEE and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled “2017-2018 Agreement for Snow Removal Services Between the Town of Truckee and County of Nevada” approved on November 14, 2017 by Resolution No. 17-568.

**WHEREAS**, the parties desire to amend their agreement to allow or provide for standard insurance requirements.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This amendment shall be effective as of November 24, 2017.
2. That the following shall be added as Paragraph 9 to the Agreement:

“9. **INSURANCE**

- a. Town of Truckee shall be required to maintain insurance policies with the following minimum limits and in compliance with all requirements set forth below:

Commercial General Liability (\$1,000,000)  
Automobile Liability – Commercial Policy (\$1,000,000)  
Workers’ Compensation as required by law

- b. Commercial General Liability Requirements:

TOWN OF TRUCKEE shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000;
- An endorsement naming COUNTY OF NEVADA as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- 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 TOWN OF TRUCKEE’s insurance;
- A provision that said insurance shall provide for thirty (30) days written notice to COUNTY OF NEVADA of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days’ notice for non-payment of premium).

- c. Automobile Liability Requirements:

For each vehicle used including non-owned and hired automobiles, TOWN OF TRUCKEE shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated of \$1,000,000;
- An endorsement naming COUNTY OF NEVADA as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- 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 TOWN OF TRUCKEE's insurance;
- A provision that said insurance shall provide for thirty (30) days written notice to COUNTY OF NEVADA of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

d. Worker's Compensation Requirements:

TOWN OF TRUCKEE shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to COUNTY OF NEVADA. Before commencing to utilize employees in providing Services under this Agreement, TOWN OF TRUCKEE warrants that it will comply with the provisions of the California Labor Code, requiring TOWN OF TRUCKEE to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

e. Miscellaneous Insurance Provisions: (County Resolution No. 90-675)

- 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 Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor 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.
- At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.
- Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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.

- Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth in this Paragraph 9, 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 agreement, 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.
- Nothing in this Paragraph 9 shall be construed as a limitation of Contractor's liability."

3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:  
COUNTY COUNSEL

COUNTY OF NEVADA

By: \_\_\_\_\_  
Alison A. Barratt-Green  
County Counsel

By: \_\_\_\_\_  
Honorable Hank Weston  
Chair of the Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
TOWN ATTORNEY

TOWN OF TRUCKEE:

By: \_\_\_\_\_  
Andrew Morris  
Town Attorney, Town of Truckee

By: \_\_\_\_\_  
Jeff Loux  
Town Manager, Town of Truckee