



RESOLUTION No. 17-596

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AMENDMENT 1 TO AGREEMENT FOR SNOW REMOVAL SERVICES BETWEEN THE TOWN OF TRUCKEE AND COUNTY OF NEVADA IN THE GLENSHIRE/HIRSCHDALE AREA OF EASTERN NEVADA COUNTY (DISTRICT 5)

WHEREAS, the County of Nevada desires to provide snow removal services for 3.1 miles of County-maintained roads in the Glenshire/Hirschdale area of Eastern Nevada County, on Glenshire Drive from Whitehorse Road to Hirschdale Road (1.0 mile); Hirschdale Road from the Truckee River bridge near the I-80 ramps southeast to the end of the County-maintained road at the railroad bridge (1.7 miles); and Stampede Meadows Road from the Town of Truckee limits north to the Boca Reservoir turnoff (0.4 mile); and

WHEREAS, on November 14, 2017, the Board of Supervisors approved Resolution 17-568, authorizing an agreement between the Town of Truckee and the County of Nevada for the Town to perform these snow removal services for Fiscal Year 2017/18 with a not-to-exceed contract amount of \$50,000; and

WHEREAS, the agreement must include standard insurance requirements in order protect the County in the event of any property damage or personal injury.

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

1. Approved Amendment 1 to the Agreement for Snow Removal Services for the Glenshire/Hirschdale area of Eastern Nevada County with the Town of Truckee to include insurance requirements.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County Amendment 1 to the Agreement between the Town of Truckee and County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of December, 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

12/12/2017 cc: DPW*
AC* (Hold)

12/21/2017 cc: DPW*
AC* (Release)
Town of Truckee

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

By: 
Alison A. Barratt-Green
County Counsel

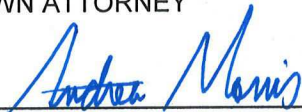
COUNTY OF NEVADA

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

By: 
Andrew Morris
Town Attorney, Town of Truckee

TOWN OF TRUCKEE:

By: 
Jeff Loux
Town Manager, Town of Truckee