



RESOLUTION No. 18-351

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVAL OF 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, Resolution 17-568 authorized the Town of Truckee to perform snow removal services in the subject area under an agreement with the County of Nevada for the winter season of 2017/18 and performed these services satisfactorily; and

WHEREAS, the parties desire to enter into an agreement for a one-year period with four automatic renewals, for a maximum amount of \$50,000 per year; and

WHEREAS, funds are available in budget account 1114-30107-703-1000-521140.

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

1. Approves an Agreement for Snow Removal Services for the Glenshire/Hirschdale area of Eastern Nevada County with the Town of Truckee for a maximum amount of \$50,000 per year for a one-year period with four automatic renewals, to be billed on a cost-per-centerline-mile basis.

2. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County an Agreement between Nevada County and the Town of Truckee.

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 July, 2018, 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: 


Edward Scofield, Chair

7/10/2018 cc: DPW*
AC* (Hold)

11/08/2018 cc: DPW*
AC* (Release)
ToT

**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 provide snow removal and sanding services to 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 of each year for \$40,000, with a reconciliation in November of each year as described in Exhibit "C". Total charges under this Agreement shall not exceed \$50,000 for each fiscal year in which services are provided.
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 term of this Agreement shall commence on October 1, 2018 and conclude on June 30, 2019. 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 7 below.
5. The parties may elect to amend this Agreement by mutual agreement made in writing.
6. 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.

7. This Agreement can be terminated with or without cause by either party upon sixty (60) days notice to the other party. This Agreement shall continue until notice of termination is given, unless otherwise amended in accordance with Section 6 thereof. In the event of termination, TOWN shall prepare and deliver to COUNTY a final invoice.
8. 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.

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.

10. 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
Town Engineer/Director of Public Works
Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

[signatures on following page]

SIGNATURE PAGE TO AGREEMENT FOR SNOW REMOVAL SERVICES

TOWN OF TRUCKEE

Dated: 11/1/2018



Jeff Loux, Town Manager

APPROVED AS TO FORM:

Dated: 11/1/2018



Andrew Morris, Town Attorney
Town of Truckee

COUNTY OF NEVADA

Dated: 11/8/2018



Edward C. Scofield, Chair
Nevada County Board of Supervisors

APPROVED AS TO FORM:

Dated: 11/8/2018



Alison Barratt-Green
County Counsel

EXHIBIT A

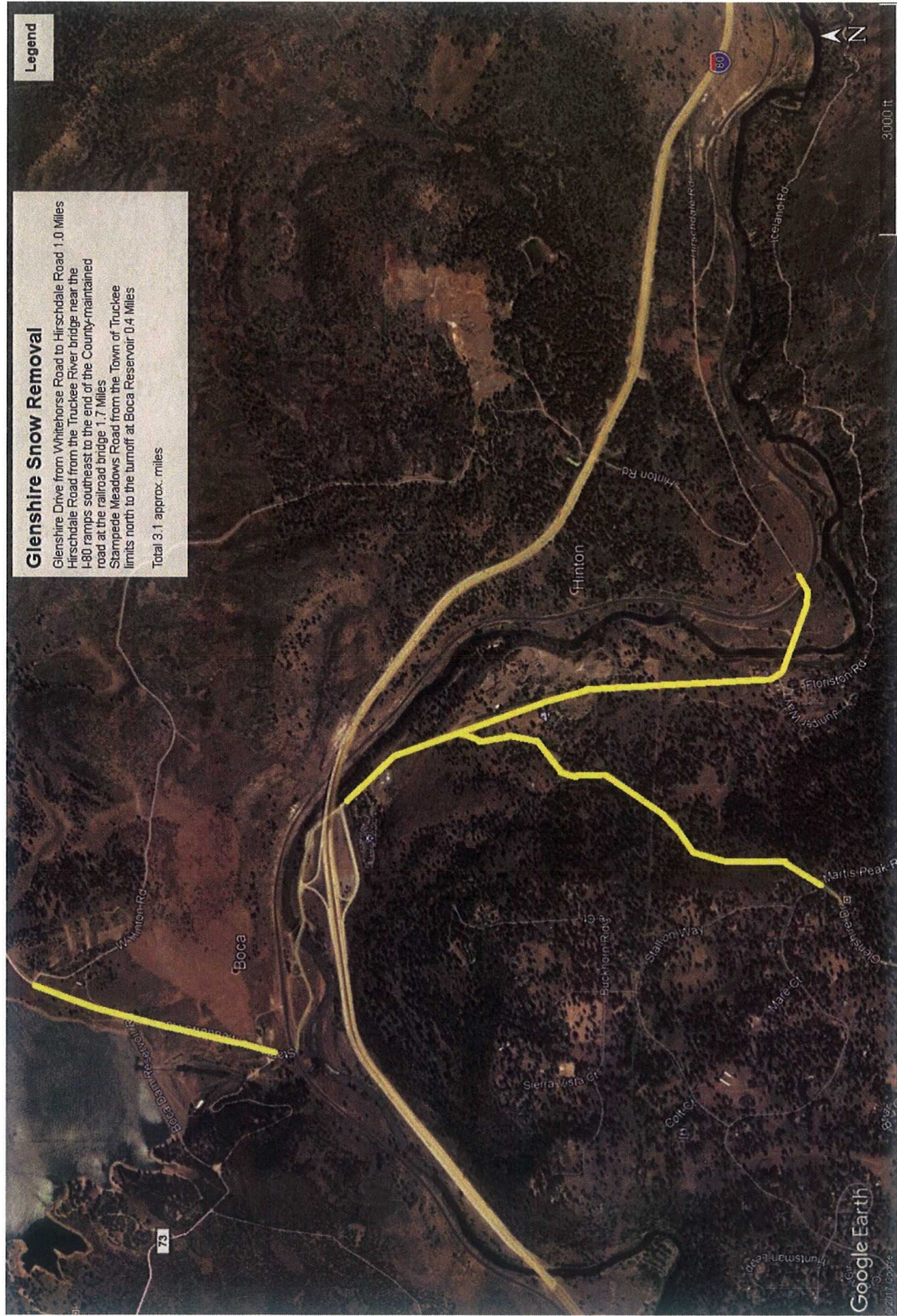


EXHIBIT B

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 through June 30, unless the parties hereto deem an earlier commencement or later conclusion is necessary due to weather conditions. 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 Nevada County roads 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 \$40,000 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 \$40,000, the Town will submit a supplemental invoice to the County for the difference. If the actual cost is less than the estimated amount of \$40,000, the Town will provide the County with a refund for the difference.