



agreement. NCSD has been providing a high level of snow removal for many years and is seeking reimbursement.

The Agreement allows future NLTRA funding allocations for enhanced snow removal to be distributed to the NCSD annually in the amount of \$23,000, assuming the NLTRA funding allocation continues. In addition, the proposed Agreement defines the responsibilities between Placer County and NCSD, and procedures for distributing the NLTRA funding.

Your Board is requested to approve the Agreement between Placer County and NCSD, and to authorize the Director of Public Works to sign the Agreement, and to make future amendments, as necessary, to support the NLTRA funding distribution.

**ENVIRONMENTAL**

This is an administrative action and as such, it is not a separate project and is not subject to further environmental review.

**FISCAL IMPACT**

The total cost allocation to NCSD is \$69,000, with potential future annual allocations of \$23,000 using NLTRA funding that NCSD can use in accordance with the attached Agreement requirements. The Department of Public Works has received the NLTRA totaling \$69,000 which is located in the Department's Road Fund pending agreement approval that will authorize disbursement to NCSD.

Attachments:

- Resolution
- Copy of Agreement

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A Resolution approving the Enhanced Snow Removal Services Agreement between Placer County, with County Counsel & Risk Mgmt. review & approval, & Northstar Community Services District for providing previously approved funding & future funding in an annual amount of \$23,000 per year for providing enhanced snow removal on Northstar Drive, & authorize the Public Works Director to sign & execute the Agreement

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

ATTEST:  
Clerk of said Board

\_\_\_\_\_  
Chair, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves the Enhanced Snow Removal Services Agreement between Placer County, with County Counsel and Risk Management review and approval, and Northstar Community Services District (NCSD) for the purpose of providing previously approved funding and future funding in an annual amount of \$23,000 per year for providing enhanced snow removal on Northstar Drive, and authorize the Public Works Director to sign and execute said Agreement.

NORTHSTAR COMMUNITY SERVICES DISTRICT & PLACER COUNTY AGREEMENT  
FOR ENHANCED SNOW REMOVAL SERVICES

This Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2012 by and between NORTHSTAR COMMUNITY SERVICES DISTRICT, a Special District of the State of California, (hereafter "NCSD"), and the COUNTY OF PLACER, a political subdivision of the State of California (hereafter "COUNTY") relating to "enhanced" snow removal services on County roads within the NCSD boundaries.

**RECITALS:**

WHEREAS, COUNTY has responsibility for repair, maintenance and snow removal on approximately 11.31 miles of COUNTY roads located within the boundaries of the NCSD, and

WHEREAS, more specifically, COUNTY has responsibility for repair, maintenance and snow removal on Northstar Drive (±1.66 miles) of the approximately aforementioned 11.31 miles of COUNTY roads located within the boundaries of the NCSD, and

WHEREAS, as Northstar Drive represents the major COUNTY road to access the Northstar ski resort and village within the boundaries of the NCSD, it receives significant traffic during the winter and as such, was identified by the North Lake Tahoe Resort Association (NLTRA) as important for promoting tourism by providing additional snow removal services beyond what the COUNTY allocates in its annual fiscal budget for all COUNTY roads receiving snow removal services in and outside the boundaries of the NCSD, and

WHEREAS, NCSD has the authority to provide certain public services, including snow removal within NCSD boundaries; and

WHEREAS, the COUNTY, through previous Board of Supervisors approvals to allocate NLTRA funding to the Northstar Ski Resort for enhanced snow removal services on Northstar Drive, wishes to execute this agreement to distribute that funding to NCSD to provide those desired services; and

WHEREAS, NCSD and COUNTY entered into an agreement in 1999 by which NCSD provides certain road maintenance and snow removal services on COUNTY roads within NCSD's boundaries ("1999 Road Care Agreement"), and the purpose of this Agreement is to provide additional funding for some of NCSD's snow removal services conditionally upon receiving dedicated funding from the North Lake Tahoe Resort Association (NLTRA).

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

**1. NCS D agrees that in accordance with the 1999 Road Care Agreement, NCS D will continue to be responsible for:**

- a. Snow removal services;
- b. Sanding for traction control, including materials;
- c. Snow stakes repair and replacement; and,
- d. Winter street sweeping

Under the terms of this Agreement, NCS D will provide the services described in Activities 1a-1d solely on Northstar Drive (±1.66 miles) with the funding referred to in this Agreement, as this road represents the main access road to the ski resort and village area. NLTRA has identified Northstar Drive as critical for the promotion of tourism, and that these services are necessary to serve the purposes of such promotion.

NCS D shall provide invoices and/or other acceptable proof of payment for enhanced snow removal services within three months of receiving funding allocations from COUNTY.

All materials, workmanship, and scheduling for the enhanced snow removal services shall meet or exceed usual COUNTY standards and practices.

**2. COUNTY agrees to assume responsibility for:**

- a. Issuing NCS D annual encroachment permits for all work specified under this agreement, without cost.
- b. Annual payments to NCS D as described below:
  - (1) Current Enhanced Snow Removal - In accordance with prior COUNTY Board of Supervisors approval to allocate NLTRA funding to the COUNTY Department of Public Works (DPW), DPW will distribute funding to the NCS D. The funding is equal to \$23,000, to be distributed annually to NCS D assuming NLTRA approves of such funding. NLTRA funding approvals began in fiscal year (FY) 2008-2009 and have been approved annually since then. Therefore, through FY 2010-2011, COUNTY will make a distribution of \$69,000 to NCS D following execution of this Agreement. The funding shall be dedicated to services related to snow removal on Northstar Drive.
  - (2) Future Enhanced Snow Removal - Future funding will be distributed assuming the NLTRA continues to desire such activity and approves of such funding. COUNTY DPW will verify funding has been received each year and then distribute that funding to NCS D. Unless changes occur, annual funding amounts are assumed to be \$23,000.
  - (3) Basis for Annual Funding - The total amount allocated by the NLTRA annually is \$100,000 distributed to the three major ski resorts in Placer County, Northstar, Alpine Meadows and Squaw Valley. The distribution amounts are based on summing main access road miles of

the three resorts which total 7.25 miles. For Northstar, the funding distribution of \$23,000 is derived from the ratio of Northstar Drive mileage (1.66 miles) divided by the total ski resort access road mileage (7.25 miles) multiplied by \$100,000. Should lesser total annual funding amounts be provided, this ratio basis for annual funding distribution to the three ski resorts would still apply.

(4) The amount of said payment will be reduced by any direct cost incurred by COUNTY to provide snow removal service to COUNTY's Northstar roads, except as otherwise provided for in this agreement.

(5) Payment for future enhanced snow removal services will be processed by COUNTY at the end of each Fiscal year (July 1-June 30), and paid to NCSD within 60 days thereafter.

**3. BOTH PARTIES agree:**

- a. To continue to collaborate and cooperate, in the manner heretofore established, on COUNTY roads repair, rehabilitation and maintenance needs not specifically defined in this agreement;
- b. To meet from time to time to review the condition of roads and discuss repair, rehabilitation and maintenance planning, issues, requirements and schedules;
- c. To defend (with counsel acceptable to the other), protect, indemnify and hold harmless the other, its directors, officers, employees, agents, and volunteers from and against any and all liabilities, suits, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, and causes of action of whatever character which the other may incur, sustain or be subjected to arising out of or in any way connected with the indemnifying party's performance under this Agreement.

**4. TERM & MODIFICATION OF AGREEMENT:**

- a. The term of this Agreement is for five (5) years beginning January 1, 2012, and ending December 31, 2017, and will automatically renew for consecutive five-year terms thereafter, unless terminated as hereinafter set forth in Section 4.b. or unless funding is terminated by the NLTRA.
- b. Either party may terminate this Agreement at the end of any five-year term by giving written notice to the other party in January of the fourth year, providing a minimum of eleven (11) months prior notice to the other party.
- c. This Agreement may be modified only by mutual written consent of the parties.
- d. The budget cycle for this agreement shall be annual, on a fiscal year schedule, starting on July 1 and ending on June 30 of the next calendar year.

**5. EXCLUSIVE AND ENTIRE AGREEMENT:** This Agreement shall be the full and complete agreement of the parties with regard to the provision of County roads enhanced snow removal within the boundaries of the NCSD.

- 6. **TRANSFERABILITY:** The rights of the parties pursuant to this Agreement are non-transferable and shall not be assigned without prior written approval of the other party.
- 7. **APPROVAL OF AGREEMENT:** This Agreement shall be effective only upon its approval by the respective governing boards of COUNTY and NCSD, as evidenced by a resolution of acceptance or other form of approval adopted by each such governing board.

APPROVED AS TO FORM:

COUNTY OF PLACER

\_\_\_\_\_  
County Counsel, Placer County

By: \_\_\_\_\_  
Ken Grehm, Director of Public Works

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Authorized by the Board of Supervisors

On: \_\_\_\_\_

NORTHSTAR COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
President of the Northstar Community Services District  
Board of Directors  
Nancy Ives

Dated: \_\_\_\_\_

APPROVED AS TO FORM

At: \_\_\_\_\_

\_\_\_\_\_  
District Counsel

Attest:

By: \_\_\_\_\_  
Secretary of the Northstar Community Services District  
Board of Directors  
James Bowling

DRAFT