

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: November 8, 2011

FROM: KEN GREHM / KEVIN TABER

SUBJECT: SNOW REMOVAL AGREEMENT WITH TOWN OF TRUCKEE 2011/2012

ACTION REQUESTED / RECOMMENDATION

Authorize the Director of Public Works to execute an Agreement with the Town of Truckee to provide snow removal services on approximately three miles of Placer County maintained roadways near the Town of Truckee border at four separate locations in an amount not to exceed \$100,000.

BACKGROUND

Placer County and the Town of Truckee have "island areas" located in each others' jurisdiction. By cooperative agreement in the past, the Town has removed snow on County roadways and vice-versa. Through mutual agreement and discussion, the Town has decided to take over snow removal operations on their roads, but have offered to continue to remove snow on County roadways.

The Town will track their actual time spent removing snow on County roadways via equipment mounted transponders, and charge the County for that time based upon agreed upon equipment and labor rates. This alternative service delivery method will provide residents with the level of service that they have previously experienced and expect, and will preclude County forces from having to mobilize to areas that are isolated from other County roadways.

ENVIRONMENTAL IMPACT

This action is not a project as defined by Public Resources Code Section 21065 and is, therefore, exempt from environmental review under CEQA.

FISCAL IMPACT

The existing Road Maintenance budget will provide funding; however, the fiscal impact to the County will be minimal, if any. Comparing historical averages, as well as the cost of hiring an outside contractor, we only experience minor, if any, additional cost to the County.

Attachment: Resolution
Copy of Agreement
Map of Areas

t:\dpw\road maintenance\bos memos\truckee snow removal 2011-12.docx

359

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

In the matter of: A Resolution authorizing the
Director of Public Works to execute an
Agreement with the Town of Truckee to provide
snow removal services near the Town of
Truckee not to exceed \$100,000 for the year
2011 - 2012

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:

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 authorizes the Director of Public Works to execute an Agreement with the Town of Truckee to provide snow removal services on approximately three miles of Placer County maintained roadways near the Town of Truckee border at four separate locations in an amount not to exceed \$100,000 for the year 2011 – 2012.

2011 – 1212

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

For and in consideration of the mutual promises herein exchanged, the Town of Truckee (TOWN) and the County of Placer (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. COUNTY will pay for said services as provided for in Exhibit "B" up to a maximum of One Hundred Thousand Dollars (\$100,000.00). TOWN shall invoice COUNTY for service charges on a monthly basis.
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, snow shall be removed from all streets subject to this Agreement at least once in every twenty-four (24) hour period.
3. TOWN and COUNTY shall each appoint their 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.
4. This Agreement is for service from TOWN only, with payment as provided for herein. This Agreement shall commence on November 1, 2011, and conclude May 1, 2012, unless the parties hereto deem an earlier commencement or later conclusion is necessary due to weather conditions.
5. This Agreement can be cancelled with or without cause by either party upon sixty (60) days notice to the other party. This Agreement shall continue until notice of cancellation is given, unless otherwise amended in accordance with Section 8 hereof. In the event this Agreement is terminated prior to its expiration date, COUNTY shall pre pay an estimate for all work performed up to the date of termination, with a final accounting performed to determine if additional payment or a refund is due.

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 MOU. 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 MOU.

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 MOU. 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 MOU.

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

COUNTY OF PLACER: Ken Grehm
Director of Public Works
3091 County Center Drive, Suite 220
Auburn, CA 95603

TOWN OF TRUCKEE: Dan Wilkins
Town Engineer/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.

TOWN OF TRUCKEE

Dated: _____

Tony Lashbrook, Town Manager

APPROVED AS TO FORM:

Dated: _____

J. Dennis Crabb, Town Attorney
Town of Truckee

COUNTY OF PLACER

Dated: _____

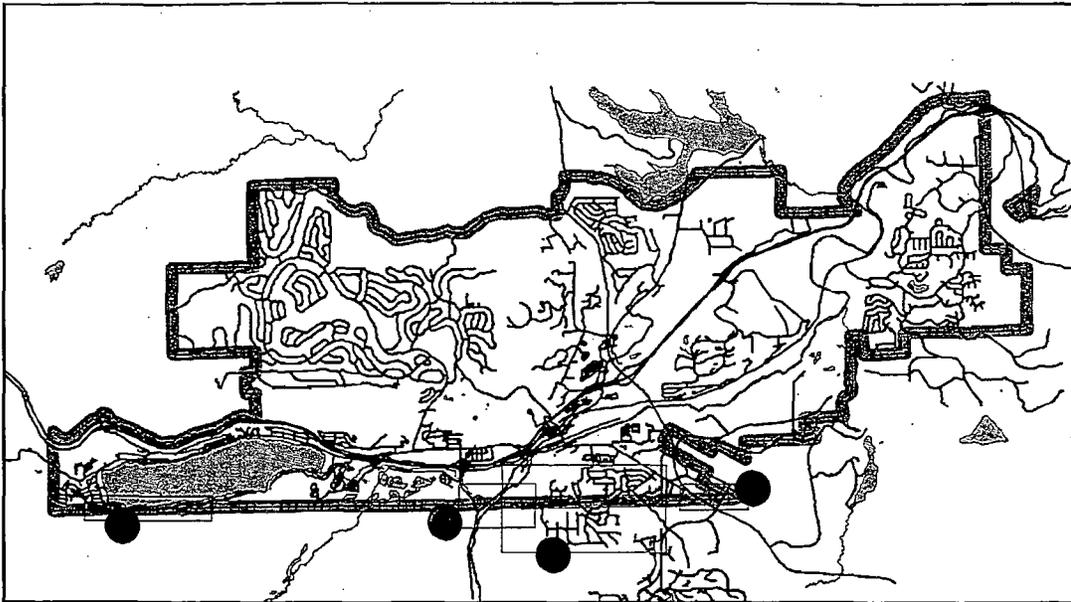
Ken Grehm, Director of Public Works

APPROVED AS TO FORM:

Dated: _____

County Counsel

Exhibit A: Placer County Streets Where Snow Removal Will Be Performed by the Town of Truckee



Legend

- Placer County Streets Where Snow Removal Will Be Performed by Town of Truckee
- Streets
- Truckee / Placer County Boundary

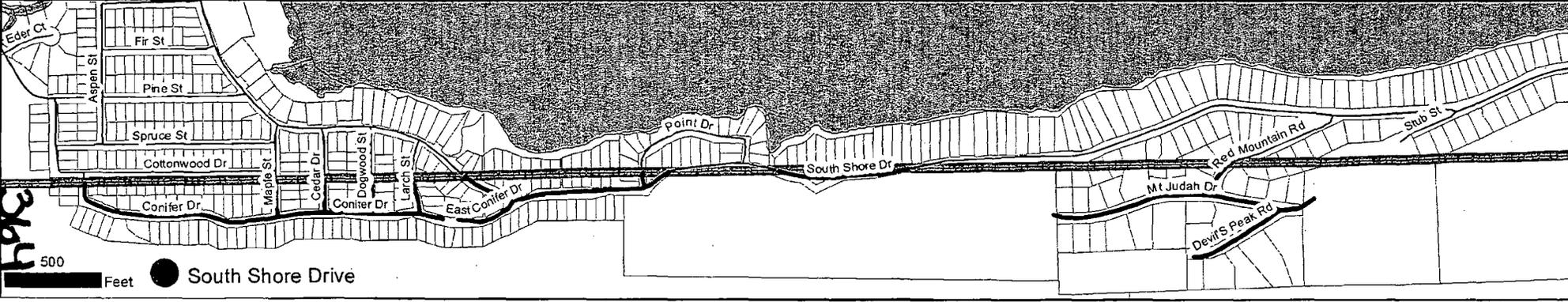
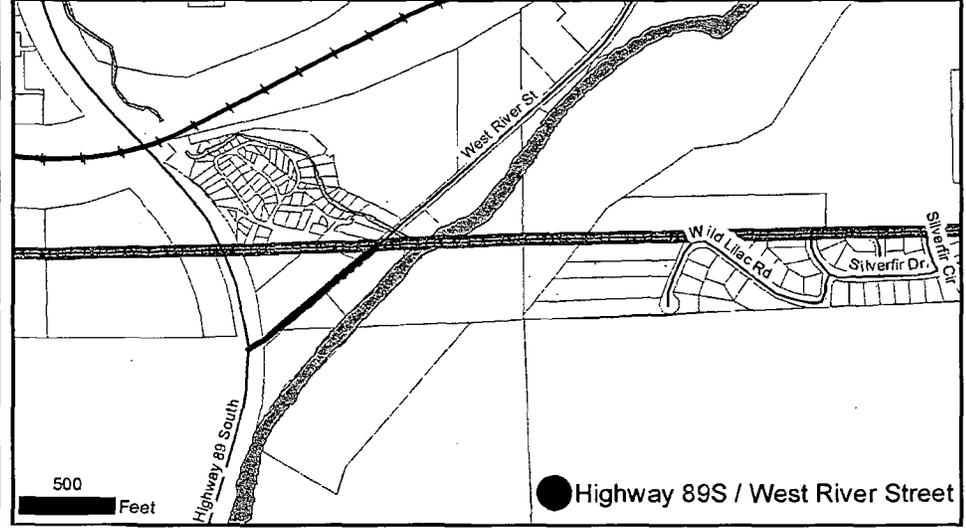
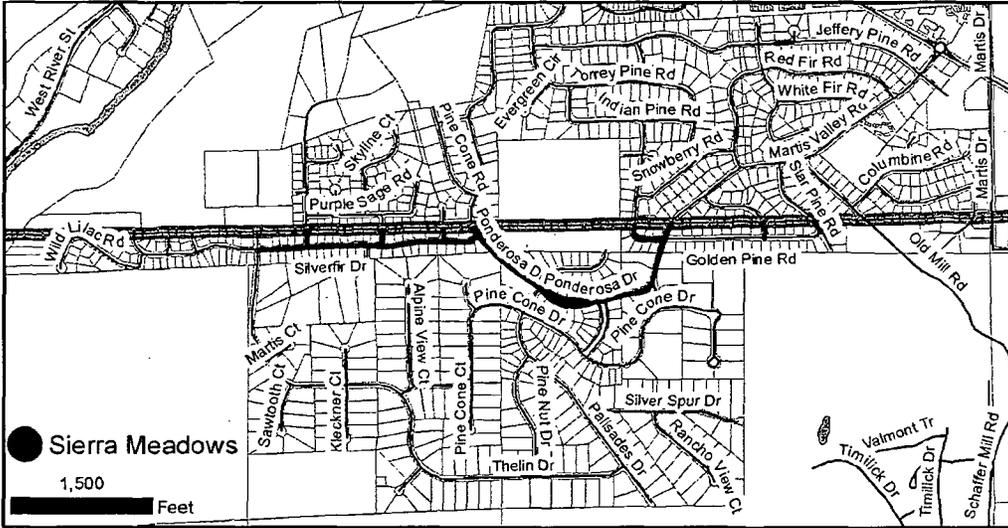
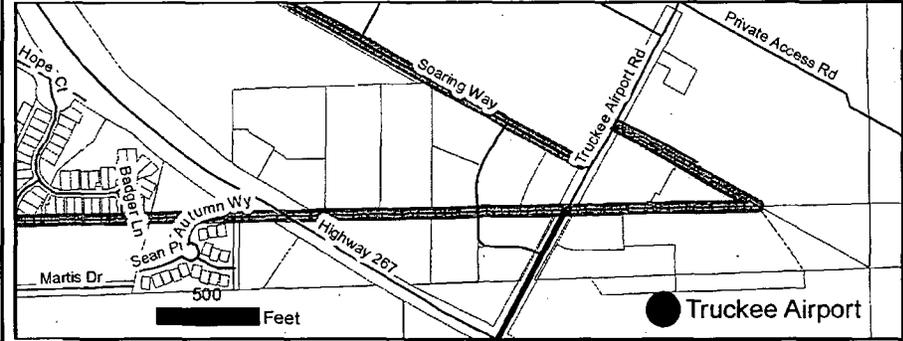


EXHIBIT "B"
RATES

Loader:	\$144.00 per hour
Sand Truck:	\$123.00 per hour
Rotary Snow Blower:	\$252.00 per hour
Service Truck:	\$100.00 per hour
Grader:	\$178.00 per hour

