

MEMORANDUM

**DEPARTMENT OF PUBLIC WORKS
County of Placer**

TO: BOARD OF SUPERVISORS

DATE: June 9, 2009

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: AVALANCHE CONTROL AGREEMENT FOR ALPINE MEADOWS ROAD

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving the Alpine Meadows Road Avalanche Control Agreement with Alpine Sierra Ventures, LLC, in an amount of \$45,000 and authorize the Chairman to sign and execute the agreement

BACKGROUND / SUMMARY

There are several avalanche paths that emanate from private property on the mountains around Alpine Meadows and that eventually cross Alpine Meadows Road. Alpine Meadows Road is the major connection linking the community and resort to Highway 89. Without adequate controls, Public Works would need to close portions of Alpine Meadows Road during periods of avalanche hazard to protect the driving public. The operators of Alpine Meadows Ski Resort have the resources and expertise to conduct avalanche control operations and have been doing so to protect portions of their ski hill as well as Alpine Meadows Road. Since the early 1970's, the County has historically contributed \$5,000 annually to support this service for protecting Alpine Meadows Road.

Last year, your Board approved additional funding to provide additional snow removal related services to Tahoe Resorts served by County Roads. Staff proposes to use this funding in Alpine Meadows to insure funding for avalanche control services to protect Alpine Meadows Road. The proposed agreement, for a period of seven years, will provide \$45,000 per year in funding to Alpine Sierra Ventures, LLC, to continue avalanche control operations for Alpine Meadows Road. Alpine Sierra Ventures would be obligated to perform avalanche control operations along Alpine Meadows Road up to an amount not to exceed \$85,000.

ENVIRONMENTAL

This activity is categorically exempt from the provisions of CEQA under Section 15301(c), operation and maintenance of an existing facility.

FISCAL IMPACT

The cost of providing avalanche control services is estimated at \$85,000 per year. The County's \$45,000 share of funding is proposed to come from the Road Fund (\$5,000/year) and Transient Occupancy Tax (TOT) revenues from the Tahoe area (\$40,000/year).

Attachments:

Resolution
Location Map
Draft Agreement

263

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

In the matter of: A RESOLUTION APPROVING
THE ALPINE MEADOWS AVALANCHE CONTROL
AGREEMENT AND AUTHORIZING THE CHAIRMAN
TO SIGN AND 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

Chairman, Board of Supervisors

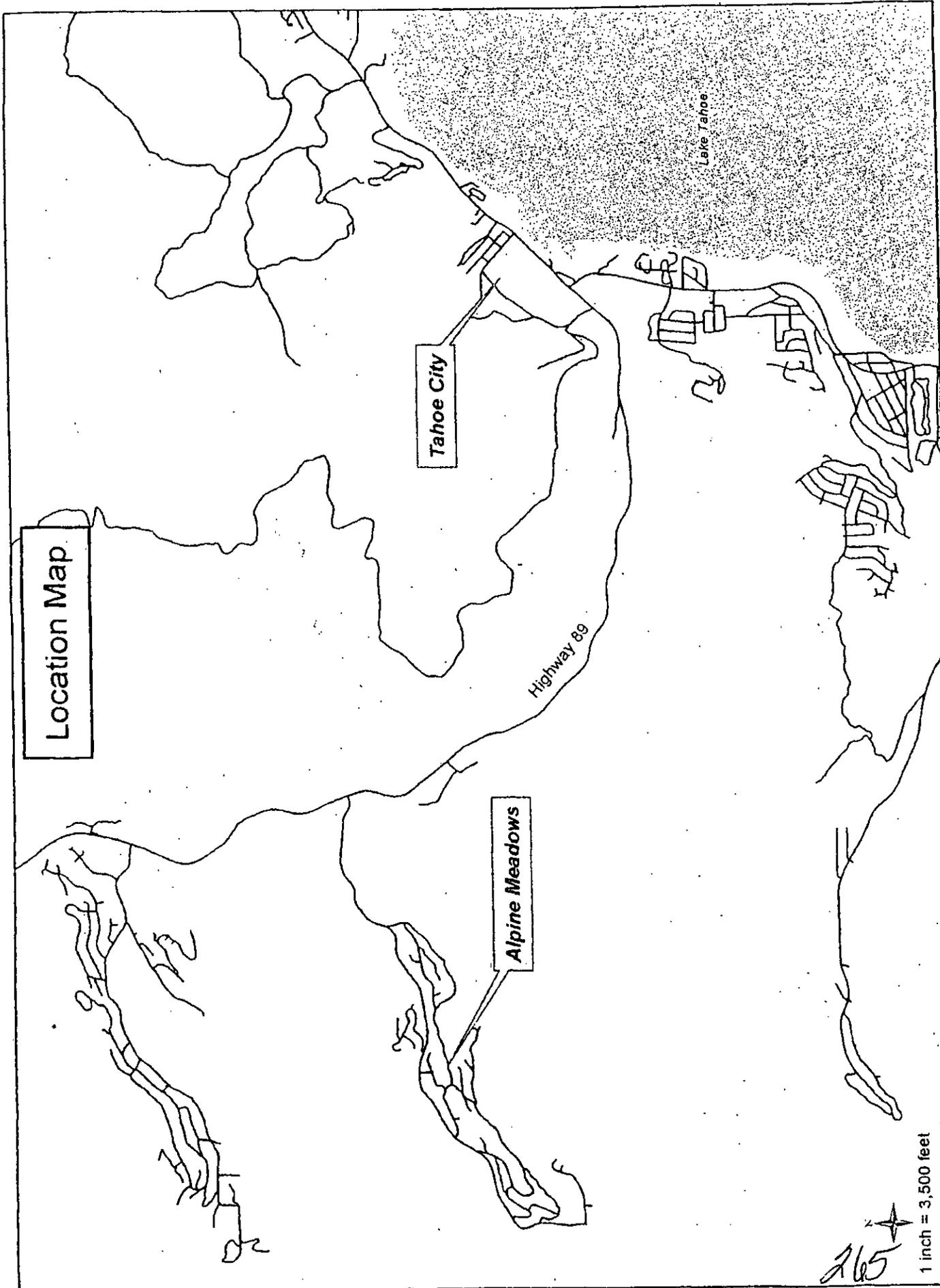
WHEREAS Alpine Meadows Road is a key transportation corridor serving the Alpine Meadows community and ski resort; and

WHEREAS Alpine Meadows Ventures, LLC, has and its predecessors have performed avalanche control services on Alpine Meadows Road since the 1970's and has substantial specialized experience in avalanche control; and

WHEREAS the current agreements with the operators of Alpine Meadows Ski Resort need to be revised to reflect current conditions; and

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves the *Agreement Between the County of Placer and Alpine Sierra Ventures, LLC, for Alpine Meadows Road Avalanche Control Operations* and authorizes the Chairman to sign and execute the agreement.

Location Map



Tahoe City

Alpine Meadows

Highway 89

Lake Tahoe

265
1 inch = 3,500 feet

DRAFT

1
2
3 **AGREEMENT BETWEEN THE COUNTY OF PLACER AND**
4 **ALPINE SIERRA VENTURES, LLC FOR**
5 **ALPINE MEADOWS ROAD AVALANCHE CONTROL OPERATIONS**
6

7 THIS AGREEMENT is made and entered into on the _____ day of
8 _____, 2008, respectively, by and between the COUNTY OF PLACER,
9 hereinafter referred to as COUNTY, and ALPINE SIERRA VENTURES, LLC, hereinafter
10 referred to as CONTRACTOR.

11 WHEREAS, Alpine Meadows Road is maintained by COUNTY on COUNTY right-of-
12 way, and

13 WHEREAS, Alpine Meadows Road is located in known avalanche paths and can be
14 affected by avalanches which originate on real property owned by third parties, and

15 WHEREAS, CONTRACTOR and COUNTY are both desirous of keeping Alpine
16 Meadows Road free from closure due to avalanche hazard and avalanche blockage, and

17 WHEREAS, CONTRACTOR has valuable professional knowledge, experience and skill
18 in techniques of avalanche control, and

19 WHEREAS, COUNTY and Alpine Meadows Ski Corporation, Inc., CONTRACTOR's
20 predecessor-in-interest in the Alpine Meadows ski area operations, have entered into previous
21 agreements (Contracts 1624, 1624A, 1624B and 1624C) pertaining to avalanche control services
22 for Alpine Meadows Road, and COUNTY and CONTRACTOR intend this Agreement to
23 replace and supersede all prior agreements between COUNTY and Alpine Meadows Ski
24 Corporation, Inc.,

25 NOW, THEREFORE, for good and valuable consideration, the receipt and
26 sufficiency of which are hereby acknowledged, CONTRACTOR and COUNTY agree as
27 follows:
28

1. COUNTY hereby retains CONTRACTOR to provide avalanche control service solely for the protection of Alpine Meadows Road and the COUNTY right-of-way on said road. It is understood and agreed that CONTRACTOR'S avalanche control services are not intended to protect and cannot protect homes or other fixed structures located in avalanche paths.
2. CONTRACTOR agrees to conduct avalanche control operations as CONTRACTOR determines necessary by using reasonable avalanche hazard forecasting techniques to protect and enhance public safety on Alpine Meadows Road and COUNTY right-of-way on said road.
3. CONTRACTOR agrees to comply with the terms of this Agreement and with all County ordinances and State and Federal laws.
4. COUNTY agrees to reimburse CONTRACTOR for its actual and documented costs of avalanche control operations each fiscal year, commencing with July 1 and ending with June 30, in a total annual amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) per year. CONTRACTOR at its option may cease avalanche control operations after the end of its normal operating season for the Alpine Meadows ski area, at which point COUNTY would no longer be obligated to reimburse CONTRACTOR for any further related expenses during that fiscal year. Payment shall be made based upon actual documented costs of providing such services. After CONTRACTOR has determined that avalanche control activities are no longer necessary each fiscal year, CONTRACTOR shall submit written documentation, such as invoices and other records, demonstrating to the satisfaction of COUNTY that services have been rendered pursuant to the terms of this Agreement, describing the costs, location and extent of services. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt by COUNTY of the documented costs of providing such services. The aforementioned limitation in payment shall not be construed to limit CONTRACTOR'S obligations under this agreement.

- 1 5. CONTRACTOR shall obtain from COUNTY and COUNTY will provide to
2 CONTRACTOR, a valid encroachment permit for the purpose of avalanche
3 control. CONTRACTOR shall not conduct any operations under this agreement
4 unless the terms of said encroachment permit are being fully complied with.
5 Nothing herein shall exempt CONTRACTOR from any COUNTY requirements
6 for the issuance of said encroachment permit.
- 7 6. CONTRACTOR shall give COUNTY prior notice before conducting any services
8 under this agreement. Said notice shall be given in the manner which the Director
9 of Public Works shall from time to time specify.
- 10 7. CONTRACTOR shall have the sole responsibility for obtaining and maintaining
11 supplies and materials required for performing all services. CONTRACTOR
12 shall take reasonable steps during avalanche control operations to inform
13 occupants of homes in the area and users of the Alpine Meadows Road when
14 operations will be conducted.
- 15 8. This Agreement shall be for a term effective as of July 1, 2008, and ending on
16 June 30, 2015. This Agreement shall replace and supersede all previous
17 agreements between COUNTY and Alpine Meadows Ski Corporation, Inc.,
18 including Agreements 1624, 1624A, 1624B and 1624C. To the extent
19 CONTRACTOR incurs actual and documented costs of avalanche control
20 operations in excess of \$85,000 during any single fiscal year, CONTRACTOR
21 may suspend work under this AGREEMENT for the remainder of that fiscal year;
22 provided, however, CONTRACTOR shall provide COUNTY with forty-five (45)
23 days prior written notice of its intent to suspend work. If, after making
24 commercially reasonable efforts, CONTRACTOR is unable to secure Insurance
25 as described in Section 11 during any single fiscal year, CONTRACTOR shall
26 notify COUNTY in writing and this Agreement shall be suspended for the
27 remainder of that fiscal year, with only the services rendered through date of
28 suspension of the Agreement eligible for reimbursement. If CONTRACTOR

1 ceases avalanche control operations, COUNTY reserves the prerogative to close
2 portions of Alpine Meadows Road as needed during periods of avalanche hazard.

3 9. CONTRACTOR shall have no obligation to conduct any avalanche hazard
4 operations under the terms of this agreement if CONTRACTOR has been denied
5 access to the land located above Alpine Meadows Road or otherwise cannot
6 deliver charges to the avalanche starting zones or avalanche paths.

7 10. This Agreement, and the rights and duties hereunder, shall not be assigned in
8 whole or in part without the express written consent of COUNTY

9 11. The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify
10 PLACER COUNTY from all damages, costs, or expenses in law or equity that may
11 at any time arise or be set up because of damages to property or personal injury
12 received by reason of or in the course of performing work which may be occasioned
13 by any willful or negligent act or omissions of the CONTRACTOR, any of the
14 CONTRACTOR'S employees, or any subcontractors, provided that such indemnity
15 and held harmless shall be limited to the amount of proceeds available under
16 CONTRACTOR'S insurance policies for providing such services.

17 The CONTRACTOR shall be responsible for any liability imposed by law and for
18 death, injury, or damage to property of any person including, but not limited to,
19 workmen, subcontractors, and the public, resulting from any cause whatsoever
20 during the progress of the work or at any time before its completion and final
21 acceptance.

22
23 If any judgment is rendered against PLACER COUNTY for any injury, death, or
24 damage caused by CONTRACTOR as a result of work performed or completed,
25 pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and
26 discharge any judgment.

1 As used above, the term PLACER COUNTY means PLACER COUNTY, its
2 officers, agents, employees, and volunteers.

3
4 INSURANCE:

5 CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of
6 Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less
7 than A:VII showing.

8
9 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

10 Worker's Compensation Insurance shall be provided as required by any applicable
11 law or regulation. Employer's liability insurance shall be provided in amounts not
12 less than one million dollars (\$1,000,000) each accident for bodily injury by
13 accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease,
14 and one million dollars (\$1,000,000) each employee for bodily injury by disease.

15 If there is an exposure of injury to PROVIDER'S employees under the U.S.
16 Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under
17 laws, regulations, or statutes applicable to maritime employees, coverage shall be
18 included for such injuries or claims.

19
20 Each Worker's Compensation policy shall be endorsed with the following specific
21 language:

22 Cancellation Notice - "This policy shall not be canceled or materially changed
23 without first giving thirty (30) days prior written notice to the County of Placer."

24 CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate
25 Workers' Compensation insurance. Certificates of Workers' Compensation shall be
26 filed forthwith with the County upon demand.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (1) The limits of liability shall not be less than:
 - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - Two million dollars (\$2,000,000) for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - Two million dollars (\$2,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

272

1 CONTRACTOR: Alpine Sierra Ventures, LLC

2 _____
3 _____

4
5 IN WITNESS WHEREOF the parties hereto have set their hands this ____ day of
6 _____, 2008.

7
8 COUNTY OF PLACER

9
10 _____
11 Jim Holmes, Chairman
12 Board of Supervisors

Dated: _____

13 Approved as to form:

14 _____
15 County Counsel

Dated: _____

16
17
18 ALPINE SIERRA VENTURES, LLC

19 _____
20 _____

Dated: _____

21 By: _____
22 Position: _____

23 _____
24
25
26
27
28