

Town Council

Lindsay Romack, Mayor

David Polivy, Vice Mayor

Anna Klovstad, Council Member  
Jan Zabriskie, Council Member  
Courtney Henderson, Council Member



Department Heads

Jen Callaway, Town Manager

Andy Morris, Town Attorney

Danny Renfrow, Interim Chief of Police

Daniel Wilkins, Public Works Director/Town Engineer

Denyelle Nishimori, Community Development Director

Nicole Casey, Administrative Services Director

Judy Price, Communications Director/Town Clerk

Hilary Hobbs, Assistant to the Town Manager

May 11, 2023

Sierra Business Council  
PO Box 2428  
Truckee, CA 96160

Re: Letter Agreement for [\*\*\*INSERT TYPE OF SERVICES\*\*\*].

Dear Sierra Business Council:

**PARTIES:** This letter shall be our agreement ("Letter Agreement") regarding CTA Phase II described below ("Services") to be provided by Sierra Business Council, an IRS-recognized 501c3 public benefit corporation ("Contractor") as an independent contractor to the Town of Truckee ("Town") for Town's CTA ("Project"). Contractor is retained as an independent contractor and is not an employee of the Town. Town and Contractor may be referred to in this Letter Agreement individually as "Party" or collectively as "Parties."

**SERVICES; SCHEDULE OF PERFORMANCE:** The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.\*\*\*] Services on the Project began July 1<sup>st</sup>, 2022 and shall be completed by December 31<sup>st</sup>, 2023, unless extended by Town in writing.

**STANDARD OF CARE:** Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees, and its subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

**COMPENSATION:** Compensation for the above services shall be provided to Contractor in the amount of \$50,000. The total compensation shall not exceed \$50,000 without written approval of Town Manager. Contractor's invoice shall include a detailed description of the Services performed. Invoices shall be submitted to Town monthly as performance of the Services progresses. Town shall review and pay the approved charges on such invoices in a timely manner.

**INSURANCE:** Contractor shall provide proof of commercial general liability and automobile insurance to Town in amounts and with policies, endorsements, and conditions required by Town for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law. Coverage

shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), providing coverage on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury; (2) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 minimum; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 minimum; per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 minimum; per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed to provide a Waiver of Subrogation stating that the insurer waives all rights of subrogation against the indemnified parties. Notwithstanding the foregoing, if Contractor maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) Town, its officials, officers, employees, and agents shall be covered as additional insured with respect to the Services or operations performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Town, its directors, officials, officers, employees, agents, and volunteers or, if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Town, its officials, officers, employees, and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way. With respect to the General Liability policy, the foregoing endorsements shall be made using standard ISO endorsement No. CG 2010 with an edition date of 2010 or later. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions are used). Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

**TERMINATION:** Town may terminate this Letter Agreement at any time with or without cause upon a thirty (30) day written notice. If Town finds it necessary to terminate this Letter Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter Agreement only upon 30 calendar days' written notice to Town only in the event of Town's failure to perform in accordance with the terms of this Letter Agreement through no fault of Contractor.

**INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Town, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the negligent acts, errors, or omissions of Contractor, its officials,

officers, employees, subcontractors, consultants, or agents in connection with the performance of Contractor's Services, the Project, or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify shall survive expiration or termination of this Letter Agreement and shall not be restricted to insurance proceeds, if any, received by Town, its directors, officials, officers, employees, agents, or volunteers.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements. By executing this Letter Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor shall maintain records of its compliance, including its verification of each employee, and shall make them available to Town or its representatives for inspection and copy at any time during normal business hours. Town shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors, and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. By its signature hereunder, Contractor certifies that it is aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor agrees to comply with such provisions before commencing performance of the Services. Finally, Contractor represents that it is an equal opportunity employer and shall not discriminate against any sub-consultant, employee, or applicant for employment in violation of state or federal law.

[\*\*\*INCLUDE IF WITHIN TOWN BOUNDARIES, OTHERWISE ALWAYS DELETE\*\*\*] OPEN CODE VIOLATION CASES: Persons or businesses which have open code violation cases with Town relating to their place of business or otherwise related to the performance of this Letter Agreement are ineligible to enter service or construction contracts with Town. This restriction applies whether the open code violation case applies to the work proposed to be performed under contract with Town or other violations of Town codes or regulations. If a code violation case is opened after this Letter Agreement is signed, Town will withhold 10% of Contractor's compensation pursuant to this Letter Agreement until compliance is achieved. If compliance is not achieved by the termination or expiration date of this Letter Agreement, or within 180 calendar days of the opening date of the case (whichever is longer), the withheld amount shall be permanently retained by Town. If monies are withheld from Contractor, Contractor shall be ineligible to bid on future Town work until the Community Development Director verifies that compliance has been achieved. This remedy is non-exclusive, and in addition to any other remedies in law or equity available to Town.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEYS' FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Nevada County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for

compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code §§ 900 et seq. prior to filing any lawsuit against Town. Such Government Code claims and any subsequent lawsuit based upon Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against Town. If either Party commences an action against the other party arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys' fees, as determined by the court.

ASSIGNMENT; AMENDMENT: Contractor shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Letter Agreement.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. A fully executed copy will be returned to you via DocuSign for your records.

**TOWN OF TRUCKEE**

Approved by:

Approved as to Form:

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Jen Callaway  
Town Manager

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Andrew Morris  
Town Attorney

**SIERRA BUSINESS COUNCIL**

an IRS-recognized 501c3  
public benefit corporation

Reviewed and Accepted by Contractor:

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Signature

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Steve Frisch

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Title: [Must be: Chairperson of the Board,  
Secretary, President, or Vice President]

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Date

Signature

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Connie Gallippi

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Title: [Must be Secretary, Assistant  
Chief Financial Officer, or Treasurer]

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Date

[Truckee 2016 GHG Inventory.pdf](#)