

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss and Approve Amendment 3 for Clean Tahoe's Contract Services to Extend for an Additional Year in the Amount of \$44,000; Fund: Solid Waste; Division: Utilities #20002738-7330. (Requesting Staff Member: Interim Director of Public Works Kate Nelson).

RELATED FY 2023 STRATEGIC PLAN

BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Ordinance #1 - Solid Waste

DATE: April 24, 2024

I. RECOMMENDATION

Review, Discuss and Approve:

1. Amendment 3 for Clean Tahoe's Contract Services to Extend for an Additional Year in the Amount of \$44,000; and,
2. Direct the General Manager to Sign and Execute the Amendment.

II. BACKGROUND

Several agencies, including IVGID have formed the Clean Tahoe Multi-Jurisdictional Program as "Funding Partners" to enhance litter and garbage management services in the Lake Tahoe Basin and surrounding areas. Each Funding Partner has a separate Agreement with Clean Tahoe for litter abatement and garbage services to address their specific services, terms, conditions, and compensation schedule.

The District has contracted with Clean Tahoe for field services since FY 2021/22. Clean Tahoe field services include solid waste field response and enforcement duties in accordance with Solid Waste Ordinance 1. Amendment 3 will continue these services from July 1, 2024, to June 30, 2025 (Attachment 1).

Clean Tahoe's scope has been specifically tailored for duties previously performed by the former Public Works Solid Waste Technician, and includes office support for "one stop field call," multiple customer contacts, violation documentation, site cleanup, three site visits per client, and initial paperwork processing. The work conducted by Clean Tahoe has allowed for responsive action regarding reported trash spills; has provided extensive information on route conditions, equipment conditions and provided quick response to reported spills; provided site cleanups, customer service response and site documentation. Administrative tasks have been conducted professionally and in a timely manner. Required documentation of activities and actions has been provided. The vendor is maintaining excellent customer service with both IVGID and the public, allowing for continued successful enforcement of IVGID Ordinance 1. Other regional jurisdictions are renewing separate scopes as a partnership addressing litter abatement, illegal dumping and other regional trash concerns under the Clean Tahoe Multi-Jurisdictional Program.

Public Works staff recommends approval of Amendment 3 for Clean Tahoe (Attachment 1) to extend the contract for an additional 1-year term in the total amount of \$44,000 for 500 service hours, billed at \$88/hour. The contract amount has increased by \$4,000 this year for a total expenditure of \$44,000.

In accordance with Board Policy 3.1.0. Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District.

III. BID RESULTS

Not Applicable

IV. FINANCIAL IMPACT AND BUDGET

This item has been included in the proposed FY 2024/25 Fund: Solid Waste; Division: Utilities #20002738-7330 budget line item.

V. ALTERNATIVES

Not approve the continuation of this contract.

VI. COMMENTS

Amendment 3 has been reviewed and approved by the District's Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. 2024 Clean Tahoe Amendment

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

**AMENDMENT NO. 3
TO SHORT FORM AGREEMENT DATED MAY 13, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CLEAN TAHOE, INC.**

This Amendment No. 3 to the Short Form Agreement dated May 13, 2021 (“Amendment”) is made and entered into as of April 24, 2024 by and between the Incline Village General Improvement District (“District”) and Clean Tahoe, Inc., a California corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On May 13, 2021, the Parties have entered into a Short Form Agreement for contract field enforcement of IVGID’s Solid Waste Ordinance 1, and as amended by previous instruments dated June 10, 2022 and April 4, 2023 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend the Original Agreement’s Period of Service for an additional year.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
2. **Compensation:** Amount of Compensation for this Amendment will be Forty-Four Thousand Dollars (\$44,000), to be billed in quarterly payments of \$11,000 each; with payment to Contractor per Article 4 of the Original Agreement.
3. **Continuing Effect of Agreement.** All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term “Agreement” appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
 - a. This contract will be effective July 1, 2024 to June 30, 2025.
4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. **Severability.** If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:**

By: _____
Bobby Magee
District General Manager

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

**CONTRACTOR:
CLEAN TAHOE, INC.
Agreed to:**

By: *Katie Sheehan*

Signature of Authorized Agent
Katie Sheehan Executive Director

Print or Type Name and Title
3/6/2024

Date

If Contractor is a corporation, attach evidence of authority to sign.