

## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Indra Winquest  
District General Manager

**FROM:** Brad. B. Underwood  
Director of Public Works

Madonna Dunbar  
Resource Conservationist

**SUBJECT:** Review, discuss and possibly authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program **and** review, discuss and possibly approve a Professional Services Agreement with Clean Tahoe, for the Clean Tahoe Multi-Jurisdictional Program.

**STRATEGIC PLAN:** Long Range Principle 1 – Resources and Environment

**DATE:** May 6, 2021

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### **I. RECOMMENDATION**

That the Board of Trustees makes a motion to authorize a Memorandum of Understanding (MOU) for the Clean Tahoe Multi-Jurisdictional Program with participating agencies, **and** execute a Professional Services Agreement in the amount of \$40,000 with Clean Tahoe Program, for the “Clean Tahoe Multi-Jurisdictional Program” (a pilot project for solid waste mitigation services along Tahoe’s north shore).

Authorize Staff to execute the MOU **and** Professional Services Agreement after review by the District’s Legal Counsel as to form.

The scope of work is specific to IVGID’s solid waste field response and enforcement duties for Solid Waste Ordinance 1 violations. This work was formerly fulfilled by the Public Work’s solid waste technician, a position which has been unfilled for more than 15 months. Other regional jurisdictions are submitting separate scopes as a partnership to address litter abatement, illegal dumping and other regional trash concerns.

## **II. DISTRICT LONG RANGE PRINCIPLES**

Long Range Principle #1 – Resources and Environment – The District will initiate and maintain effective practices for environmental sustainability for a healthy environment, a strong community and a lasting legacy.

- Review and upgrade District policies and practices to encourage or require waste reduction, recycling and environmental preferred purchasing.
- Develop sustainability measures, goals, and metrics to create and or maintain a sustainable District.
- Provide the community with environmental education and technical services on watershed protection, water conservation, pollution prevention, recycling and waste reduction.

## **III. BACKGROUND**

### **Zero Tolerance and Solid Waste Ordinance 1 History:**

In August 2017, the IVGID Board of Trustees directed Staff to begin ‘zero tolerance’ enforcement of Solid Waste Ordinance 1. Between August 2017 and January 2020, solid waste enforcement was staffed by a 30-40 hour-per-week, benefitted Solid Waste Technician, working under the Resource Conservationist (RC). The Solid Waste Technician would identify issues in the field and work with the customer from discovery of the problem to final resolution, and also worked with customers on enclosure compliance, provided educational outreach to new residents and visitors, and worked directly with property managers and Waste Management. Fines were minimal with this level of customer contact.

Appeals of fines went to the Director of Public Works for review and following explicit Ordinance guidance were, in most cases, denied. Secondary appeal could be made to a Board of Trustees subcommittee for final determination.

In January 2020, with the resignation of the Solid Waste Technician, the position was eliminated by the Director of Public Works, in the belief that the essential Ordinance 1 outreach the Solid Waste Technician was performing could be absorbed by Public Works Administrative staff. In the ensuing months, it has become very clear that these tasks are not being completed effectively. Each case requires time to provide thoughtful customer service, education and follow-up, while continuing to maintain the original priorities and workload of the Public Works Administrative offices.

Through the February to July 2020 period, no fines were issued due to the COVID-19 shutdown. In August 2020, the violation fining structure was reactivated by the Director of Public Works, and fines have been issued on all Ordinance 1 violations.

The well-intended idea of moving this process to a desktop exercise, with little to no field presence, has resulted in repeat violations. Many properties have accrued significant fines, and the Resource Conservationist and Administrative staff have become overwhelmed with the paperwork process.

Our ultimate goal is for customers to maintain proper service levels and secure trash containment.

The District has an opportunity to participate in a potential solution to this issue. An informal regional working group of land managers, environmental organizations and regulatory agencies has been formed to address the increasing concerns of litter, garbage and environmental impacts of improper trash management. This group has organized to replicate the long-established and very well received trash mitigation and enforcement services provided by Clean Tahoe for the South Lake Tahoe region, bringing those services to Tahoe's west, north and east shores, and Truckee. These efforts are scheduled for implementation for Fiscal Year 2021-22.

Project partners for the Clean Tahoe Multi-Jurisdictional Program are:

- Clean Tahoe Program ("Clean Tahoe"), a California nonprofit corporation
- Placer County ("Placer"), a political subdivision of the State of California
- Town of Truckee ("Truckee"), a political subdivision of the State of California
- Incline Village General Improvement District ("IVGID"), a political subdivision of the State of Nevada
- Washoe County ("Washoe"), a political subdivision of the State of Nevada
- Nevada Department of Transportation ("NDOT") an agency of the State of Nevada
- California State Parks ("Parks"), an agency of the State of California
- California Tahoe Conservancy ("CTC"), an agency of the State of California

Each partner is submitting separate scopes and contracts to address their own litter abatement, illegal dumping and other trash concerns in this overall regional effort. This is a pilot program for one year, with the intent to continue on a 3 to 5-year renewal program based on performance. So if the pilot program is successful, Public Works staff will return to the Board of Trustees next year for approval of a multi-year contract.

The proposed inter-agency MOU and Professional Services Agreement are included with this memo as Attachments 1 and 2.

### **The Project:**

In order to maintain service levels on solid waste enforcement, IVGID would contract with Clean Tahoe's response team for field and administrative response regarding code compliance for Solid Waste Ordinance 1. These services are currently offered in the South Tahoe Region, with Clean Tahoe conducting field work and referral as appropriate to the applicable regulating agencies.

IVGID's service scope has been specifically tailored for duties conducted by the former Solid Waste Technician, and includes office support for 'one stop call,' multiple customer contacts. violation documentation, 3 site visits per client and initial paperwork processing. Details are included in the Scope of Work included as Attachment A of the Professional Services Agreement.

### **Project Fiscal Summary:**

It is anticipated that the work to be performed for IVGID will amount to approximately 530 hours per year (an average of 10 hours/week) of on-call response at an estimated \$75/hour (inclusive of all Staff and equipment needs), for a total of \$40,000.

The Clean Tahoe Multi-Jurisdictional Program 2021-2022 has an overall partner budget estimated at \$350,000.

## **IV. BID RESULTS**

Not applicable.

## **V. FINANCIAL IMPACT AND BUDGET**

\$40,000 is proposed within the FY 21-22 Operating Budget for 200-27-380-7330, Public Works Solid Waste Contractual Services.

## **VI. ALTERNATIVES**

Not approve the MOU and Professional Services Agreement which will result in not achieving Public Works enforcement and outreach goals within the community.

Review, discuss and possibly authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program **and** review, discuss and possibly approve a Professional Services Agreement with Clean Tahoe, for the Clean Tahoe Multi-Jurisdictional Program

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May 6, 2021

## **VII. COMMENTS**

None at this time.

## **VIII. BUSINESS IMPACT**

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

### Attachments:

Attachment 1, Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding FY 2021-2022

Attachment 2, Agreement between IVGID and Clean Tahoe, Inc.

Attachment 3, FY 21-22 Clean Tahoe Program North Shore Expansion Service Rate

## ATTACHMENT 1

### CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM MEMORANDUM OF UNDERSTANDING FY 2021-2022

This memorandum of understanding commemorates the various agreements and commitments between the following parties in support of the Clean Tahoe Multi-Jurisdictional Program:

- Clean Tahoe Program (“Clean Tahoe”), a California nonprofit corporation;
- Placer County (“Placer”), a political subdivision of the State of California;
- Town of Truckee (“Truckee”), a political subdivision of the State of California;
- Incline Village General Improvement District (“IVGID”), a political subdivision of the State of Nevada;
- Washoe County (“Washoe”), a political subdivision of the State of Nevada; and
- Nevada Department of Transportation (“NDOT”) an agency of the State of Nevada.
- California State Parks (“Parks”), an agency of the State of California.
- California Tahoe Conservancy (“CTC”), an agency of the State of California.

Placer, Truckee, IVGID, Washoe, NDOT, Parks, and CTC are collectively referred to herein as the “Funding Partners.” Clean Tahoe and Funding Partners are collectively referred to herein as the “Parties.”

#### RECITALS

**WHEREAS**, Clean Tahoe is a nonprofit corporation, whose mission includes fostering public-private partnerships and resources for supporting litter and garbage management services in the Lake Tahoe Basin and surrounding areas; and

**WHEREAS**, all Funding Partners wish to enhance litter and garbage abatement and reduce the negative effects of such litter and garbage in their respective communities; and

**WHEREAS**, all Funding Partners recognize the advantage of a joint and coordinated effort to address litter and garbage abatement and recognize Clean Tahoe’s success in providing these services in the South Lake Tahoe area; and

**WHEREAS**, each Funding Partner has a separate Agreement with Clean Tahoe for litter abatement and garbage services, each with specific services, terms, conditions, and compensation schedule; and

**WHEREAS**, this Memorandum of Understanding (“MOU”) summarizes the various commitments of the Funding Partners and is not meant as a standalone agreement related to those services and funding, but rather as a commitment to the coordinated program and summary of the Funding Partners’ individual commitments. As such, the funding partners may make changes to their service levels and funding amounts in their respective jurisdictions without need to amend this MOU. Any changes to a Funding Partner Agreement will need to be mutually agreed upon between the Funding Partner and Clean Tahoe.

#### CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM

##### I. PLACER COUNTY

Placer agrees to provide funding in the amount of **\$150,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	6/1/21	9/1/21	12/1/21	3/1/22
Amount:	\$37,500	\$37,500	\$37,500	\$37,500

**ATTACHMENT 1**

**CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FY 2021-2022**

**II. TOWN OF TRUCKEE**

The Town of Truckee agrees to provide Truckee funds in the amount of **\$40,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

**III. INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

IVGID agrees to provide IVGID funds in the amount of **\$40,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

**IV. WASHOE COUNTY**

Washoe County agrees to provide Washoe funds in the amount of **\$40,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

**V. NEVADA DEPARTMENT OF TRANSPORTATION**

NDOT agrees to provide NDOT funds in the amount of \$XXXX for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:				

**VI. PARKS**

California State Parks agrees to provide Parks funds in the amount of \$XXXX for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:				

**I. CTC**

California Tahoe Conservancy agrees to provide CTC funds in the amount of \$XXXX for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:				

ATTACHMENT 1

CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FY 2021-2022

In recognition of this joint commitment, the Parties to this Agreement sign below.

\_\_\_\_\_  
[NAME]  
On behalf of the Clean Tahoe Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the County of Placer

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the Town of Truckee

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the Incline Village General Improvement District

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the County of Washoe

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the Nevada Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of California State Parks

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the California Tahoe Conservancy

\_\_\_\_\_  
Date



**ATTACHMENT 2**  
**SHORT FORM AGREEMENT BETWEEN INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT AND CLEAN TAHOE, INC. for PROFESSIONAL  
SERVICES**

This Agreement is made as of date between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and Clean Tahoe Program, a California corporation, hereinafter referred to as "Consultant" or "Clean Tahoe." Owner intends to complete the Project(s) as described in Attachment A, Consultant's Scope of Work and Proposed Work Schedule, and as amended from time to time, hereinafter referred to as the "Project."

**1.0 BASIC SERVICES**

The Consultant shall perform the following tasks and additional services as may be included from time to time by Additional Services Addendums (ASAs) to this Agreement in accordance with Paragraph 4.2, Additional Services:

The Services are as more particularly described in Attachment A, consisting of providing contract field enforcement of IVGID's Solid Waste Ordinance No. 1. Clean Tahoe shall provide services to the communities of Incline Village and Crystal Bay in Washoe County, Nevada. Clean Tahoe shall provide an average of 10 hours of services per week.

All documentation, drawings, reports and invoices submitted for this Project shall include IVGID Purchase Order Number.

**2.0 OWNER'S RESPONSIBILITIES**

Owner shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1** Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Consultant's services for the Project.
- 2.2** Assist Consultant by placing at Consultant's disposal existing data, plans, reports and other information known to, in possession of, or under control of Owner which are relevant to the execution of Consultant's duties on the Project. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

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**3.0 PERIODS OF SERVICE**

**3.1 General.** The provisions of Section 3 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained herein. Consultant's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of Consultant's Services and required extensions thereto.

The Project timeframe is July 1, 2021- June 30, 2022.

**3.2** Consultant agrees to exercise diligence in the performance of its Services consistent with the agreed upon schedule, which is based upon an anticipated completion date of no later than 6/30/2022, subject, however, to the exercise of the generally accepted standard of care for performance of Services.

**4.0 PAYMENT TO CONSULTANT**

**4.1 Methods of Payment for Services and Expenses of Consultant**

**4.1.1 Compensation Terms Defined**

"Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to subconsultants or subconsultant costs, transportation and subsistence incidental thereto, obtaining bids or proposals from Consultant(s), toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. In addition, Reimbursable Expenses will also include expenses incurred for main frame computer time and other highly specialized equipment, including photographic production.

**4.1.2 Basis and Amount of Compensation for Basic Services.** Compensation shall be as indicated in Attachment A, with a total amount of **Forty Thousand Dollars (\$40,000.00)**, to be billed as indicated in Attachment A. In no event shall compensation for any Activity identified in Attachment A

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exceed the amount set forth in the attachment. This not to exceed amount shall include Reimbursable Expenses, and Consultant shall not request or receive any additional payments for such expenses.

**4.2 Basis and Amount of Compensation for Additional Services**

Compensation for Additional Services shall be on the basis agreed upon at the time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

**4.3 Intervals of Payments**

Payments to Consultant for all Services rendered and shall be made quarterly by Owner. Consultant's invoices will be submitted once every quarter and will be based upon total Services completed at the time of billing. Payment schedule is outlined in Attachment A. Owner shall make prompt payments in response to Consultant's invoices. Invoices shall be sent to [invoices@ivgid.org](mailto:invoices@ivgid.org) with a copy sent to [RLR@ivgid.org](mailto:RLR@ivgid.org).

**4.4 Other Provisions Concerning Payments**

**4.4.1** If Owner fails to make any payment due Consultant for Services within 30 days after receipt of Consultant's statement, the amounts due Consultant will be increased at the rate of one percent (1%) per month from date of Owner's receipt of invoice.

**4.4.2** If the Project is suspended or abandoned in whole or in part for more than 90 days, Consultant shall be compensated for all Services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due.

**4.4.3** If any items in any invoices submitted by Consultant are disputed by Owner for any reason, including the lack of supporting documentation, Owner may temporarily delete the disputed item and pay the remaining amount of the invoice. Owner shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After any dispute has been settled, Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

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**5.0 GENERAL CONSIDERATIONS**

**5.1 Termination**

**5.1.1** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

**5.1.2** This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by Owner for its convenience.

**5.1.3** Upon any termination, Consultant shall (1) promptly discontinue all Services affected (unless a termination notice from Owner directs otherwise); and (2) deliver or otherwise make available to Owner upon full payment for Services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement, whether such materials are completed or in process. All payments due Consultant at termination shall be made by Owner.

**5.2 Ownership of Documents**

The original documents, plans, electronic files, studies or reports prepared under this Agreement, for which the Owner pays compensation to the Consultant, except for working notes and internal documents, shall become and remain the property of the Owner, and upon payment of said compensation, shall be surrendered to the Owner upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the Owner. All deliverables in Attachment A shall be provided to Owner regardless of whether requested by Owner. The Consultant may retain copies of said work in their files, but such work shall not be released to any other party or reused by the Consultant without the express written consent of the Owner. Reuse of any of these drawings, specifications or other work products of the Consultant by the Owner for other than the specific project covered in this Agreement without the written permission of the Consultant shall be at the Owner's risk, provided that the

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Consultant shall not be liable for any claims or damages arising out of such unauthorized reuse by the Owner or by other's actions through the Owner.

**5.3 Insurance**

**5.3.1 Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

**5.3.2 General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

**5.3.3 Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

**5.4 Controlling Law**

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada. Consultant hereby submits to the jurisdiction of the courts of the State of Nevada.

**5.5 Successors and Assigns**

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**5.5.1** The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 5.5.2, their assigns, to the terms, conditions, and covenants of this Agreement.

**5.5.2** Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent professional associates, subconsultants, and consultants as Consultant may deem appropriate to assist in the performance of Services.

**5.5.3** Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

**5.6 Dispute Resolution**

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Section 5.6 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such

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communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Consultant are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Consultant reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Consultant shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Consultant fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Consultant may then initiate judicial proceedings by filing suit. Owner and Consultant will share the cost of mediation equally unless agreed otherwise.

**5.7 Equal Employment and Non-Discrimination**

In connection with the Services under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

**5.8 Indemnification and Legal Fees**

**5.8.1** Consultant agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of Owner from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by

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the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of Consultant in the breach of performance of the contract. If the insurer by which the Consultant is insured against professional liability does not so defend Owner and the employees, officers and agents of Owner and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to Owner by the Consultant in an amount which is proportionate to the liability of the design Consultant. As used in this section, "agents" means those persons who are directly involved in and acting on behalf of Owner or Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

- 5.8.2** As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, defend (at Owner's option), and hold harmless Owner, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of Consultant (or Sub-contractor, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of Owner.
- 5.8.3** The obligations of each indemnifying party hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. The indemnification shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to the indemnifying party. If the liability is asserted by an employee of an indemnifying party, the indemnification herein is not limited to damages, compensation or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts or other employee benefit acts. Each indemnifying party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified hereunder. Either party may set off any of its rights under this subsection against any consideration it provides under this agreement. The obligations to indemnify and save harmless herein survive the expiration or termination of this Agreement.



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**5.8.4** The prevailing party in any litigation between Owner and Consultant regarding this Agreement shall be entitled to recover its reasonable attorneys' fees and costs. The hourly rate for such fees shall not exceed the rate paid by Owner.

**5.9 Changes and Modifications**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless approved by both parties in a written amendment to this Agreement. Such amendment shall be authorized and signed in the same manner as this Agreement.

**5.10 Licenses**

Consultant shall have a Washoe County business license, and all appropriate Consultant's licenses and certifications for the services to be performed.

**5.11 Severability**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

**5.12 Waiver**

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**5.13 Extent of Agreement**

This Agreement, including all Attachments, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Consultant's services.

**ATTACHMENT 2  
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IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

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

**CONTRACTOR:  
CLEAN TAHOE PROGRAM  
Agreed to:**

By: \_\_\_\_\_  
Brad B. Underwood, P. E.  
Director of Public Works

By: \_\_\_\_\_  
*Signature of Authorized Agent*  
\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*  
**Reviewed as to Form:**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Joshua Nelson  
District General Counsel

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

\_\_\_\_\_  
*Date*  
Owner's address for giving notice:  
**INCLINE VILLAGE G. I. D.**  
893 Southwood Boulevard  
Incline Village, Nevada 89451  
775-832-1267- Engineering Div.  
Phone

Contractor's address for giving notice:  
**CLEAN TAHOE PROGRAM**  
Attn: Katie Sheenan, Executive Director  
2074 Lake Tahoe Blvd., Suite 6  
South Lake Tahoe, California 95610

**Clean Tahoe shall serve the Incline Village General Improvement District portion of the Tahoe Basin by providing the following services:**

**Scope of Work/Project Description**

Clean Tahoe will provide Incline Village General Improvement District (IVGID) with contract field customer service and code enforcement in support of IVGID's Solid Waste Ordinance No. 1. The proposed services are specifically for the communities of Incline Village and Crystal Bay in Washoe County, Nevada. Clean Tahoe shall provide an average of 10 hours of services per week to the District.

**1. Scope of Services**

Clean Tahoe shall serve IVGID by providing the following services:

**Task 1**

- A. Maintain centralized trash reporting phone and email portals.
- B. Through the Clean Tahoe phone and email report portals, respond to District residents' requests of trash spills and Ordinance 1 violations. Clean up the spill and/or contact property owners to clean up the spill. Clean Tahoe shall respond to resident requests within 24 hours.
- C. At least weekly, Clean Tahoe shall review and response to snapshot violation reports from the Owner's solid waste service provider.
- D. Document all trash issues, issue/post courtesy notices and zero tolerance specification sheets to property owners where Ordinance 1 violations are found. Properties will be re-inspected within 10 days. If the problem still exists after 20 days, Clean Tahoe will refer the property to IVGID Public Works.
- E. Copies of such notices shall be provided to IVGID Public Works staff.
- F. Maintain logs of on-call responses, inspections, and violations in Excel database and electronic records, including scans, photos, and spreadsheets. Provide such logs to Owner without charge upon request.

**Task 2**

- A. At least weekly, visually inspect town centers and neighborhoods identified by Owner or Consultant as "hot spots" to inspect solid waste containers for compliance with District Solid Waste Ordinance No. 1. Conduct random and requested site inspections of commercial equipment; inspect solid waste containers for functional operation.
- B. Clean Tahoe will notify the Owner's solid waste service provider and IVGID of any problems, damage, malfunctions, or necessary repairs for solid waste containers.

**Task 3**

- A. Coordinates with IVGID Public Works to provide in-field solid waste education of IVGID Public Work's Bear Smart program in the community.
- B. Provide one presentation to IVGID Board on the progress of Consultant's Services.

**2. Deliverables**

The following are the deliverables for each respective task:

- Monthly, quarterly and annual status reports on Tasks 1- 3.
- Critical site issues identified in Tasks 1- 3 will be referred to IVGID Public Works ASAP.
- Task 4 as needed.

**3. Payments**

An itemized invoice and cost report will be required as proper documentation and verification that Clean Tahoe, Inc., has satisfactorily completed the work for which compensation is sought.

Invoices shall be issued four times per year for services performed for the prior three (3) months. Invoices will be submitted according to the following schedule:

- The invoice for the period of July through September is due by October 31st.
- The invoice for the period October through December is due by January 31st of the following year.
- The invoice for the period of January through March shall be due by April 30th
- The invoice for April through June is due by July 31st.

Invoices shall be accompanied by a cost report detailing the accomplishment of the activities and outcomes described in the Scope of Services. The cost report shall be submitted to the IVGID Contract Administrator within thirty (30) days of the end of the time period covered by the corresponding invoice. Invoices will not be paid until IVGID has received the cost report for the same period. Cost reports should be supported by time accounting records, records of service calls, records of customer interactions, and other documentation of activities at Clean Tahoe offices.

A cost report summarizing the full prior fiscal year of activities shall accompany the invoice for the period of April through June.

Invoices shall be emailed to [AP@ivgid.org](mailto:AP@ivgid.org) with a copy to [RLR@ivgid.org](mailto:RLR@ivgid.org) .

## ATTACHMENT 3



5/4/2021

### FY 21-22 Clean Tahoe Program North Shore Expansion Service Rate

Solid Waste Code Enforcement is \$75/hour; inclusive of staff, equipment and administration. IVGID Public Works will provide Clean Tahoe with dumpster access at the Public Works site for disposal needs related to IVGID code enforcement work.

Katie Sheehan, Executive Director

Clean Tahoe Program

2074 Lake Tahoe Blvd. #6

South Lake Tahoe, CA 96150

530-544-4210

*2074 Lake Tahoe Boulevard, Suite #6 – South Lake Tahoe, CA 96150  
phone: 530-544-4210 fax: 530-544-5710 website: [www.clean-tahoe.org](http://www.clean-tahoe.org)*