

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Brad B. Underwood, P.E.
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 Amendment 1 with Clean Tahoe, to continue the “Clean Tahoe Multi-Jurisdictional Program” for FY 2022-23

STRATEGIC

PLAN REFERENCE(S): Long Range Principle 1 – Resources and Environment

DATE: June 8, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize an updated Memorandum of Understanding (MOU) for the Clean Tahoe Multi-Jurisdictional Program with participating agencies, and authorize staff to execute Amendment 1 in the amount of \$40,000 with Clean Tahoe Program, to continue the “Clean Tahoe Multi-Jurisdictional Program” for Fiscal Year 2022-23.

Authorize Staff to execute the MOU and Amendment 1 after review by the District’s Legal Counsel as to form.

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.

II. BACKGROUND

In FY 2021-22, IVGID contracted with Clean Tahoe for field services for Public Works solid waste compliance. The scope of work was specific to IVGID's solid waste field response and enforcement duties for Solid Waste Ordinance 1 violations. The current contract expires June 30, 2022.

IVGID Public Works staff is satisfied with the work conducted under the existing contract; and recommends issuing the updated MOU for FY 2022-23 rates (Attachment 1) and approve Amendment 1 to renew the contract for an additional 1-year term of 500 service hours, billed at \$80/hour (Attachment 2) to total \$40,000.

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

IVGID Public Works staff has received all deliverables required under the original contract's scope of work. 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 contractor is maintaining excellent customer service with both IVGID and the public, allowing for continued successful enforcement of the District's Ordinance 1.

Other regional jurisdictions are renewing separate scopes as a partnership to address litter abatement, illegal dumping and other regional trash concerns under the Clean Tahoe Multi-Jurisdictional Program, which has an overall annual partner budget estimated at \$350,000.

The proposed inter-agency MOU and Amendment 1 are included with this memo as Attachments 1 and 2, respectively.

In accordance with Board Policy 3.1.0., 0.15, Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

III. BID RESULTS

Not applicable.

IV. FINANCIAL IMPACT AND BUDGET

It is anticipated that the work to be performed for IVGID will amount to approximately 500 hours for the next fiscal year (an average of nearly 10 hours/week) of on-call response at \$80/hour (inclusive of all Staff and equipment needs), for a total of \$40,000.

\$40,000 is proposed within the FY 22-23 Operating Budget for 200-27-380-7330, Public Works Solid Waste Contractual Services.

V. ALTERNATIVES

Not approve the MOU and continuation of this work, which will result in not achieving Public Works' enforcement and outreach goals within the community.

VI. 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

- Proposed MOU
- Proposed Amendment 1

CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM
MEMORANDUM OF UNDERSTANDING
FY 2022-2023

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 (“Pilot”) 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 related to the Pilot, 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 (each, a “Funding Partner Agreement”) 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 the need to

amend this MOU. Any changes to a Funding Partner Agreement will need to be mutually agreed upon between the Funding Partner executing such Funding Partner Agreement and Clean Tahoe.

WHEREAS, upon the dissolution or winding up of the Pilot, any nonprofit or charitable assets, if any, shall first be distributed to Clean Tahoe. The assets remaining after payment or provision of payment of all debts and liabilities of the program, shall be distributed to Placer County, Nevada Department of Transportation, Washoe County, Incline Village Improvement District, and Town of Truckee, on a pro rata basis to the extent each entity has contributed to said program.

CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM

I. PLACER COUNTY

Placer has previously agreed to provide funding in the amount of **\$150,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$37,500	\$37,500	\$37,500	\$37,500

II. TOWN OF TRUCKEE

The Town of Truckee has previously agreed to provide Truckee funds in the amount of **\$40,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

III. INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

IVGID has previously agreed to provide IVGID funds in the amount of **\$40,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

IV. WASHOE COUNTY

Washoe County has previously agreed to provide Washoe funds in the amount of **\$45,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$11,250	\$11,250	\$11,250	\$11,250

V. NEVADA DEPARTMENT OF TRANSPORTATION

NDOT has previously agreed to provide NDOT funds in the amount of \$1,000 for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$25,000	\$25,000	\$25,000	\$25,000

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

Indra Winquest, District General Manager
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

**AMENDMENT NO. 1
TO SHORT FORM AGREEMENT DATED MAY 13, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CLEAN TAHOE, INC.**

This Amendment No. 1 to the Short Form Agreement dated May 13, 2021 (“Amendment”) is made and entered into as of **date** 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 (“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 Thousand Dollars (\$40,000), to be billed in quarterly payments of \$10,000 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.
- 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: _____
Indra Winqest
District General Manager

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

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

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

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