

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Brad Underwood, Director of Public Works

**FROM:** Madonna Dunbar

**SUBJECT:** Review, discuss and Possibly approve Amendment 2 for Clean Tahoe's contract services to extend for an additional year in the amount of \$40,000, and authorize the District General Manager to execute Amendment 2 in substantially the form presented **and** Review discuss and possibly approve Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding FY 2023-24, **and** authorize the District General Manager to execute the MOU (Requesting Staff Member: Director of Public Works Brad Underwood)

**RELATED STRATEGIC PLAN 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. There is no specific Long-term or Budgeted initiative for this item as it falls into normal business operations for the solid waste program.

**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.

Long-term Initiatives #2 Promote responsible use of water as a valuable natural resource. Protect Lake Tahoe as a drinking source through programs, projects and event that eliminate trash, hazardous waste and contaminants from entering the watershed. Budgeted Initiatives for 2021 - 2023 #C Work with regional agencies on programs to reduce trash and microp-plastics from entering the Lake Tahoe watershed.

**RELATED DISTRICT  
POLICIES, PRACTICES, Resolutions or Ordinances  
RESOLUTIONS OR  
ORDINANCES** Ordinance 1 - Trash

**DATE:** May 10, 2023

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**I. RECOMMENDATION**

That the Board of Trustees Review, discuss and Possibly approve Amendment 2 for Clean Tahoe's contract services to extend for an additional year in the amount of \$40,000, and authorize the District General Manager to execute Amendment 2 in substantially the form presented and Review discuss and possibly approve Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding FY 2023-24, and authorize the District General Manager to execute the MOU.

**II. BACKGROUND**

In Fiscal Year 2021-22 IVGID initially contracted with Clean Tahoe for field services for Public Works solid waste compliance (Attachment 1). The scope of work was specific to IVGID's solid waste field response and enforcement duties for Solid Waste Ordinance 1 violations. Amendment 1 (Attachment 2) entered into on June 10, 2022, extended these services for Fiscal Year 2022/2023 and expires on June 30, 2023.

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.

IVGID's service scope with Clean Tahoe 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. Details are included in the original Professional Services Agreement.

IVGID Public Works staff is satisfied with the work conducted under the existing contract, and recommends approval of Amendment 2 with Clean Tahoe (Attachment 3) to renew the contract for an additional 1-year term in the total amount of \$40,000 for 500 service hours, billed at \$80/hour, and approve the Clean Tahoe Multi-Jurisdictional Program MOU FY 2023-24 (Attachment 4).

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 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. This Program has an overall partner budget estimated at \$374,500.

### **III. BID RESULTS**

There are no bid results associated with this item.

### **IV. FINANCIAL IMPACT AND BUDGET**

It is anticipated that the work to be done for IVGID will amount to approximately 500 hours for the next fiscal year (an average of nearly 10 hours per 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 2023-2024 Operating Budget for Public Works Solid Waste Contractual Services.

### **V. ALTERNATIVES**

Not approve the continuation of this contract.

### **VI. COMMENTS**

District Legal Counsel has reviewed the Contract Amendment and MOU.

The Revised Board Policy for 3.1.0 as of January 11, 2023 requires that all contracts be approved by the Board. Where prior to the policy change, the General Manager could approve these types of contracts up to \$100,000. This policy change requires staff to develop a Board memo and attachments.

### **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.

This contract benefits the community by providing services necessary to enforce IVGID's Zero Tolerance Solid Waste Enforcement Program within Ordinance 1 - Trash.

### **VIII. ATTACHMENTS**

1. 2021-05-13 Short Form Agreement with Clean Tahoe

2. 2022-06-10 Amendment 1 to PSA, Clean Tahoe
3. 2023 Amendment 2 to PSA, Clean Tahoe
4. N. Shore MOU 23-24pdf

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

Review, discuss and approve Amendment 2 for Clean Tahoe's contract services to extend for an additional year in the amount of \$40,000, and authorize District General Manager Winquest to execute Amendment 2 in substantially the form presented.

Review discuss and approve Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding (MOU) FY 2023-24, and authorize District General Manager Winquest to execute the MOU.

**SHORT FORM AGREEMENT**  
between  
**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
and  
**CLEAN TAHOE, INC.**  
for  
**PROFESSIONAL SERVICES**

This Agreement is made as of May 13, 2021 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." The parties to this Agreement are sometimes referred to as the "Parties," or each, a "Party."

**1.0 BASIC SERVICES**

The Consultant shall perform the following tasks and additional services (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 will include IVGID Purchase Order Number 22-0037.

**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.

### 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**

#### 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.

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 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**

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.

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.

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.

### **5.0 GENERAL CONSIDERATIONS**

#### **5.1 Termination**

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.

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

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 (collectively "Work Product"), 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 Product in their files, but such Work Product 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 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. Notwithstanding the foregoing, Owner acknowledges that Consultant owns and retains all right, title and interest in any and all proprietary know-how and methodologies used by Consultant in creating the Work Product or in otherwise providing the Services.

## 5.3 Insurance

**Commercial Insurance:** Consultant 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 Consultant, its agents, representatives, employees, or subcontractors. Consultant shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Consultant 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 owner in the event of material change, termination or non-renewal by either Consultant or carrier.

**General Liability:** Consultant 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.

**Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Consultant or any Subcontractor by Owner; and in view of NRS 616.280 and 617.210 requiring that Consultant comply with the provisions of Chapters 616 and 617 of NRS, Consultant shall, before commencing work under the provisions of this Agreement, furnish to Owner 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**

The Parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by this section 5.5, their assigns, to the terms, conditions, and covenants of this Agreement.

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.

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 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**

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 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.

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.

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.

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 Limited Liability**

Neither Consultant nor Owner will be liable to the other for any incidental, special, consequential, exemplary, punitive or indirect damages arising out of or otherwise related to this Agreement, even if the other party has been apprised of the likelihood of such damages. Owner will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

#### **5.10 Publicity**

Owner agrees that Consultant may reference the Services in external and internal communications including, without limitation, on Consultant's website.

#### **5.11 Force Majeure**

Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor, materials or reasonable substitutes therefor, governmental restrictions, controls or regulations, epidemics, pandemics, quarantines, stay-at-home orders, business stoppages, supply chain disruptions, enemy or hostile governmental action, civil commotion, or fire shall not be deemed to be a breach of this Agreement. Consultant shall have a reasonable time after cessation of any of the above mentioned causes to render any performance required by this Agreement.

#### **5.12 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.

#### **5.13 Licenses**

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

#### **5.14 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.

**5.15 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.

**5.16 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.

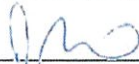
IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

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

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

\_\_\_\_\_  
7/21/21  
Date

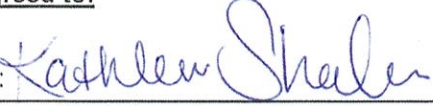
**Reviewed as to Form:**

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

\_\_\_\_\_  
July 20, 2021  
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:**  
**CLEAN TAHOE PROGRAM**  
**Agreed to:**

By:   
\_\_\_\_\_  
Signature of Authorized Agent  
Kathleen Sheehan

\_\_\_\_\_  
Print or Type Name and Title  
7/21/21  
Date

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

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

**ATTACHMENT A TO  
PROFESSIONAL SERVICES AGREEMENT  
DATED MAY 13, 2021**

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 of IVGID's Solid Waste Ordinance No. 1. Clean Tahoe will 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.

**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. Clean Tahoe's hours of operation are 7 a.m. to 3:30 p.m., Monday to Friday. Additional service hours on Saturday TBD as pilot schedule is established.

**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 3 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).

**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 June 10, 2022 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**

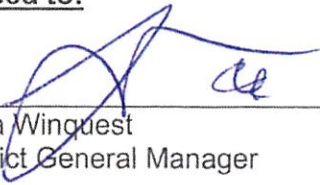
- A. **Original Agreement.** On May 13, 2021, the Parties have entered into a Short Form Agreement for contract field enforcement of IVGID's Solid Waste Ordinance 1 ("Original Agreement"), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant 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**

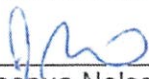
Now therefore, the Parties hereby modify the Original Agreement as follows:

- 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.

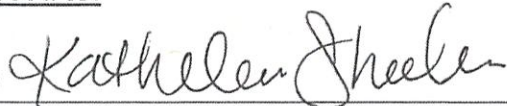
**OWNER:**  
**INCLINE VILLAGE G. I. D.**  
**Agreed to:**

By:   
\_\_\_\_\_  
Indra Wingquest  
District General Manager  
  
6/29/22  
\_\_\_\_\_  
Date

**Reviewed as to Form:**

  
\_\_\_\_\_  
Joshua Nelson  
District General Counsel  
  
June 10, 2022  
\_\_\_\_\_  
Date

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

By:   
\_\_\_\_\_  
*Signature of Authorized Agent*  
Kathleen Sheehan executive Director  
\_\_\_\_\_  
*Print or Type Name and Title*  
June 27, 2022  
\_\_\_\_\_  
Date

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



**G. CONSENT CALENDAR (for possible action)**

- G.1. SUBJECT: Award a Procurement Contract for Replacement Flooring Material – 2021/2022 Capital Improvement Project: Fund: Community Services; Division: Ski; Project # 3499BD1710; Vendor: Town and Country Flooring in the amount of \$71,207 (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)**
- G.2. SUBJECT: Authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program and approve Amendment 1 with Clean Tahoe, to continue the “Clean Tahoe Multi-Jurisdictional Program” for FY 2022-23 (Requesting Staff Member: Director of Public Works Brad Underwood)**
- G.3. SUBJECT: Approval of Appraisal for Sale of 6,860 Square Feet Potential Class 6 Land Coverage for the Tahoe Forest Hospital District and execute sale of this coverage out of the Nevada State Division of Lands Bank (Requesting Staff Member: Director of Public Works Brad Underwood)**

Trustee Tonking made a motion to approve the Consent Calendar. Trustee Schmitz seconded the motion. Hearing no comments, Board Chairman Callicrate called the question and the motion was passed unanimously.

**AMENDMENT NO. 2  
TO SHORT FORM AGREEMENT DATED MAY 13, 2021  
BETWEEN  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
AND  
CLEAN TAHOE, INC.**

This Amendment No. 2 to the Short Form Agreement dated May 13, 2021 (“Amendment”) is made and entered into as of April 27, 2023 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 amended by a previous instrument dated June 10, 2022 (“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.
  - a. This contract will be effective July 1, 2023 to June 30, 2024.
- 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.


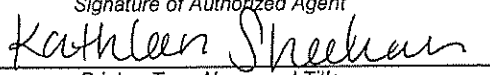
**OWNER:**  
**INCLINE VILLAGE G. I. D.**  
**Agreed to:**

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*  
4/4/23  
\_\_\_\_\_  
*Date*

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

**CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FY 2023-24**

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..

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.

**WHEREAS**, the dissolution or winding up of the pilot occurs its 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 agrees to provide funding in the amount of **\$154,500** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$38,625	\$38,625	\$38,625	\$38,625

**II. TOWN OF TRUCKEE**

The Town of Truckee agrees to provide Truckee funds in the amount of **\$40,000** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
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 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
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 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

**V. NEVADA DEPARTMENT OF TRANSPORTATION**

NDOT agrees to provide NDOT funds in the amount of **\$100,000** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$25,000	\$25,000	\$25,000	\$25,000

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

Kathleen Sheehan Kathleen Sheehan

[NAME]  
On behalf of the Clean Tahoe Program

3/31/23  
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