

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation**FROM:** Mike Bandelin, Diamond Peak Ski Resort General Manager**SUBJECT:** Review, discuss, possibly approve and award a Janitorial Service Agreement between the District and CC Cleaning for Seasonal Janitorial Services; Ski Venue; Property Operations; Janitorial; #30343469-7530; in the amount of \$45,995 with a fiscal year 2025 budget appropriation of \$48,000. (Requesting Staff Member: Diamond Peak Ski Resort General Manager Mike Bandelin) - pages 374 - 394**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

The District's Board Policy 21.1.0 - Purchasing Policy for Goods and Services

**DATE:** November 13, 2024**I. RECOMMENDATION**

That the Board of Trustees make a motion to;

1. Approve and award a Janitorial Service Agreement between the District and CC Cleaning LLC. for the District's ski venue annual janitorial services in the amount of \$45,995 within fiscal year 2025.
2. Authorize and direct the Interim General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

The District Staff enters into an annual agreement for janitorial services at the ski venue. The proposed agreement will provide services including cleaning of the Main Lodge facility excluding (rental shop, food court and the kitchen area) and the Skier Services facility. The vehicle and lift maintenance shop and Snowflake lodge are not included within this agreement. The service is provided nightly during non-operating hours for approximately 130 days during the ski venue

operating season.

The funding for this annual service is provided within the Ski venue operating budget; Property Operations - General Ledger #30343469 - line item detail - Janitorial Services - 7530. Within fiscal year 2025, a total appropriation of \$48,000 is included within the line detail for the proposed janitorial service agreement.

Staff will note that this proposed agreement states that the District's Ski Venue shall supply the cleaning supplies, equipment and toiletries. Staff included a total of \$16,900 in appropriations within line item (30343469-7415 operating supplies) to supply the venues janitorial closets with cleaning supplies, including paper goods, trash can liners, cleaners, brooms, mops and vacuums. Staff uses these supplies throughout the operating day as we are accustomed to cleaning the facility throughout the day. The nighttime janitorial service will also use the supplies to refresh dispensers and empty and replace trash can liners as staff has done throughout the day. The supplies would be budgeted for and used regardless if the District had a cleaning service or not. Staff also uses the supplies outside of the operating season to clean when there is no contract for janitorial services in place and cleaning is performed by ski staff in house.

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**

Staff will inform the Board of Trustees that the proposed janitorial services agreement was provided to legal counsel for review, suggestions were provided and added to the agreement.

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

The financial impact of the proposed agreement is within the total appropriations included in FY2025 budget, which is \$48,000. During FY2024, budgeted appropriations totaled \$47,000 with an actual expense for the janitorial services agreement of \$48,160.

### **V. ALTERNATIVES**

Staff have no alternatives to suggest to the Board of Trustees

### **VI. COMMENTS**

### **VII. BUSINESS IMPACT/BENEFIT**

By the District funding the proposed agreement for award, the services provide a direct benefit to the District with a display of care and condition of the facilities at the ski venue.

### **VIII. ATTACHMENTS**

1. CC Cleaning - District - Janitorial Services Agreement 2024-v1
2. FY 2025 Ski Venue Property Operations YTD Budget Report

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

Not applicable

# **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT JANITORIAL SERVICES AGREEMENT**

## **1. PARTIES AND DATE.**

This Agreement is made and entered into this 1<sup>st</sup> day of December, 2024, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and CC Cleaning, a LLC with its principal place of business at 9115 Hummer Drive, Reno, Nevada 89521 (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## **2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing janitorial services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render janitorial services for the following project: Janitorial Services at the Districts Ski Venue, Diamond Peak Ski Resort.

## **3. TERMS.**

### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply janitorial services to Diamond Peak Ski Resort (“Services”). The District provides the necessary cleaning supplies, equipment, and toiletries associated with the services. The types of services to be provided are more particularly described in Exhibit B, Scope of Services, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit A. Notwithstanding anything else in this Agreement, in no event shall the District be obligated to pay over Consultant any amount in excess of \$48,000 (the “Not to Exceed Amount”) during the term of the Agreement, and all work performed by Consultant in excess of the Not to Exceed Amount will be at Consultant’s sole risk.

3.1.2 Term. The term of this Agreement shall be for the duration of the 2024/2025 ski season determined by the District with notice to consultant, estimated to be a term of 130 days commencing in December 2024, unless earlier terminated as provided herein. Responsibilities of Consultant.

3.1.3 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.1.4 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

3.1.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.1.6 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: John Santoemma.

3.1.7 District's Representative. The District hereby designates Mike L. Bandelin, Diamond Peak Ski Resort General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.1.8 Consultant's Representative. Consultant hereby designates John Santoemma, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.1.9 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.1.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.1.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.1.12 Insurance.

3.1.12.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any

subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Section.

3.1.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.1.12.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed

by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.1.12.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.1.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.1.12.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.1.12.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District



reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.1.12.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.1.12.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.1.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

## **3.2 Fees and Payments.**

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit A, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed Forty Five Thousand Nine Hundred Fifty Five Dollars (\$45,955.00) without the District's approval. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to [AP@ivgid.org](mailto:AP@ivgid.org). Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within twenty (20) days of receiving such invoice, review the invoice and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit A, or otherwise in writing by the District.

3.2.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District’s Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### **3.3 Accounting Records.**

3.3.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant’s offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.4 General Provisions.**

#### 3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.4.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.4.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement  
District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Mike Bandelin

**Consultant**

CC Cleaning Services LLC  
9115 Hummer Drive  
Reno, Nevada 89521  
Attn: John Santoemma

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3 Ownership of Materials and Confidentiality.

3.4.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.4.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.4.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.4.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.4.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

3.4.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If 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 the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under this Agreement.

3.4.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.4.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.4.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.4.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.4.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.4.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.4.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.4.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.4.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

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

**Agreed to:**

By: \_\_\_\_\_

Karen Crocker  
Interim District General Manager

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

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

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

**CONTRACTOR:**

**Agreed to:**

By: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

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



# CLEANING SERVICE

Commercial & New Construction

*CC Cleaning Service is proud to be a locally owned, Reno-based business founded in 2014. We offer the highest quality service in Commercial & New Construction cleaning throughout northern Nevada. We are a certified WMBE, an NV State Approved Vendor and a proud member of the Nevada Builders' Alliance.*

**October 14, 2024**

Updated !!

**CC Cleaning Bid #606R4-DPSR, Annual Pricing for: Diamond Peak Ski Resort, 2024-'25 Season**

Job Site Location: 1210 Ski Way, Incline Village, NV 89451  
~ 40,500 sq. ft. of interior space

**Recommended Cleaning Schedule:** Everyday (7 days per week)  
**Employees per shift:** 4 person crew daily for 3 hrs. minimum – 4.5 hrs. maximum

**Daily Scope of Work**

As provided by Diamond Peak Ski Resort

<b>Price per Visit (Daily Service Rate):</b>	<b>\$353.50</b>
<b>*Projected Seasonal Cost: (130 service day season)</b>	<b>\$45,955.00</b>
<b>2024-2025 Season Cost Projection:</b>	<b>\$45,955.00</b>

**\*Note: Pricing is Valid for 12 months from initial start date. Additional service days will be invoiced at the same daily rate as noted above, if ski season runs less than 130 days, then contract total will be reduced accordingly at the same daily rate as noted above. Conversely, if ski season is extended, the same daily rate applies to the extension.**

**ALL Cleaning Supplies, Equipment & Toiletries provided by Diamond Peak Ski Resort.**

**Invoicing:** Monthly (via e-mail)      **Terms of Payment:** Net 20      **Payment Options:** Check of ACH

**All service is provided with our 100% Customer Satisfaction Guarantee. We promise to re-do any service within 24 hours which was not initially completed to your satisfaction.**

*Thank you for your time in considering this proposal.  
We look forward to providing you with excellent service.*

John Santoemma, Owner / CFO  
Elsa Calderon, Owner / Founder  
CC Cleaning Service, LLC  
775-233-8374 (John)  
775-737-4100



JANITORIAL SERVICES AGREEMENT  
EXHIBIT B  
SCOPE OF SERVICES  
DIAMOND PEAK SKI RESORT JANITORIAL SERVICES

**Skier Services Building**

Employee Entrance

- Sweep and Mop Floors

Administration Area

- Vacuum floors

Restrooms (2)

- Clean, mop and disinfect floors
- Refill paper products and soap
- Clean towel and soap dispenser exteriors
- Wipe down walls and partitions, switches, door knobs and closures
- Clean and disinfect all toilets and urinals
- Clean bathroom mirrors
- Clean and disinfect sinks and faucets
- Collect trash from sanitary napkin receptacles
- Empty trash and replace liners

Ticket Office - Three Times Weekly:

- Vacuum floors
- Empty trash and replace liners

Restroom

- Clean, mop and disinfect floors
- Refill paper products and soap
- Clean towel and soap dispenser exteriors
- Wipe down walls and partitions, switches, door knobs and closures
- Clean and disinfect all toilets and urinals
- Clean bathroom mirrors
- Clean and disinfect sinks and faucets
- Collect trash from sanitary napkin receptacles
- Empty trash and replace liners

Employee Break Room

- Sweep and mop floors
- Empty trash and replace liners

Locker Room - Weekly

- Sweep floors
- Mop floors

Stairs

- Sweep and mop

Locker Room Restrooms (2)

- Clean, mop and disinfect floors
- Refill paper products and soap
- Clean towel and soap dispenser exteriors
- Wipe down walls and partitions, switches, door knobs and closures
- Clean and disinfect all toilets and urinals
- Clean bathroom mirrors
- Clean and disinfect sinks and faucets
- Collect trash from sanitary napkin receptacles
- Empty trash and replace liners
- Clean all walls as necessary

Exterior Restrooms (2)

- Clean, mop and disinfect floors
- Refill paper products and soap

- Clean towel and soap dispenser exteriors
- Wipe down walls and partitions, switches, door knobs and closures
- Clean and disinfect all toilets and urinals
- Clean bathroom mirrors
- Clean and disinfect sinks and faucets
- Collect trash from sanitary napkin receptacles
- Empty trash and replace liners
- Clean all walls as necessary

#### Child Ski Center Common Area

- Clean Counters
- Empty trash and recycling and replace liners
- Wipe down tables
- Vacuum carpeting
- Clean interior windows as necessary
- Exterior windows, inside only, as necessary

#### At completion

- Close lid and secure dumpster
- Recycling to be placed in proper containers
- Lock all doors and alarm building

### **Main Lodge Building**

#### Restrooms (6)

- Clean, mop and disinfect floors
- Refill paper products and soap
- Clean towel and soap dispenser exteriors
- Wipe down walls and partitions, switches, door knobs and closures
- Clean and disinfect all toilets and urinals
- Clean bathroom mirrors
- Clean and disinfect sinks and faucets
- Collect trash from sanitary napkin receptacles
- Empty trash and replace liners
- Clean all walls as necessary

#### Wooden Locker Room

- Vacuum carpeting
- Mop as necessary
- Empty trash and recycling and replace liners

#### Metal Locker Room

- Vacuum and mop floors
- Empty trash and recycling and replace liners

#### Hallway downstairs by Sport Shop

- Vacuum floors
- Empty trash and recycling and replace liners
- Wash down walls

#### Public interior stairway (2)

- Sweep and vacuum carpeting on walls

#### Cafeteria and Guest Seating Area

- Cafeteria, entrances and seating area to be vacuumed and mopped
- Clean all window sills
- Empty trash and recycling and replace liners

#### Bar and Fireplace Area, 3<sup>rd</sup> Floor

- Vacuum carpeting
- Empty trash and recycling and replace liners

#### At Completion

- Close lid and secure dumpster
- Recycling to be placed in proper containers
- Lock all doors and alarm buildings

# Incline Village General Improvement Dist



## YEAR-TO-DATE BUDGET REPORT

FOR 2025 12								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
300 Recreational Services	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES		BUDGET	USE/COL
<b>340 Ski Fund</b>								
<b>34 Diamond Peak Ski Resort</b>								
30343469 5010 Salary	282,017	0	282,017	24,114.60	.00		257,902.40	8.6%
30343469 5012 Hourly	0	0	0	10,706.25	.00		-10,706.25	100.0%
30343469 5014 Overtime	0	0	0	9.38	.00		-9.38	100.0%
30343469 5020 Other Earn	1,333	0	1,333	.00	.00		1,333.00	.0%
30343469 5030 Leave	0	0	0	4,397.65	.00		-4,397.65	100.0%
30343469 5050 Taxes	21,932	0	21,932	2,947.65	.00		18,984.35	13.4%
30343469 5100 Retire Ben	14,104	0	14,104	4,932.57	.00		9,171.43	35.0%
30343469 5200 Medical	18,771	0	18,771	7,902.67	.00		10,868.33	42.1%
30343469 5250 Dental	1,209	0	1,209	591.76	.00		617.24	48.9%
30343469 5300 Vision	108	0	108	56.69	.00		51.31	52.5%
30343469 5400 Life	150	0	150	118.63	.00		31.37	79.1%
30343469 5500 Disability	412	0	412	15.20	.00		396.80	3.7%
30343469 5600 Unemploy	4,306	0	4,306	600.21	.00		3,705.79	13.9%
30343469 5700 Work Comp	24,085	0	24,085	3,216.68	.00		20,868.32	13.4%
30343469 7415 Operating	36,660	0	36,660	6,315.59	.00		30,344.41	17.2%
30343469 7420 Fuel	25,000	0	25,000	1,027.41	.00		23,972.59	4.1%
30343469 7480 Rental	10,000	0	10,000	655.20	.00		9,344.80	6.6%
30343469 7510 R& M Gen	9,300	0	9,300	7,504.52	-7,504.52		9,300.00	.0%
30343469 7515 R&M Prev	4,500	0	4,500	1,180.80	.00		3,319.20	26.2%
30343469 7525 Snow Remov	37,400	0	37,400	.00	.00		37,400.00	.0%
30343469 7530 Janitorial	48,000	0	48,000	.00	.00		48,000.00	.0%
30343469 7540 Fleet Main	45,883	0	45,883	15,129.16	.00		30,754.16	33.0%
30343469 7550 BLDGS Main	97,902	0	97,902	6,407.64	.00		91,494.65	6.5%
30343469 7605 Security	8,000	0	8,000	997.02	.00		7,002.98	12.5%
30343469 7810 Electric	73,100	0	73,100	5,027.83	.00		68,072.17	6.9%
30343469 7815 Heating	30,000	0	30,000	1,066.86	.00		28,933.14	3.6%
30343469 7820 Wtr & Sewr	20,000	0	20,000	4,044.17	.00		15,955.83	20.2%
30343469 7825 Trash	30,700	0	30,700	1,084.87	.00		29,615.13	3.5%
30343469 8120 Cap Impr	0	0	0	141,767.00	-141,767.00		.00	.0%
TOTAL Ski Fund	844,873	0	844,873	251,818.01	-149,271.52		742,326.12	12.1%
TOTAL Recreational Services	844,873	0	844,873	251,818.01	-149,271.52		742,326.12	12.1%
TOTAL EXPENSES	844,873	0	844,873	251,818.01	-149,271.52		742,326.12	

## YEAR-TO-DATE BUDGET REPORT

FOR 2025 12							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	844,873	0	844,873	251,818.01	-149,271.52	742,326.12	12.1%
** END OF REPORT - Generated by MIKE LEE BANDELIN **							

## YEAR-TO-DATE BUDGET REPORT

### REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	2	Y	N
Sequence 3	3	N	N
Sequence 4	0	N	N

Report title:  
YEAR-TO-DATE BUDGET REPORT

Includes accounts exceeding 0% of budget.  
 Print totals only: N  
 Print Full or Short description: S  
 Print full GL account: N  
 Format type: 1  
 Double space: N  
 Suppress zero bal accts: Y  
 Include requisition amount: N  
 Print Revenues-Version headings: N  
 Print revenue as credit: Y  
 Print revenue budgets as zero: N  
 Include Fund Balance: N  
 Print journal detail: N  
 From Yr/Per: 2023/ 1  
 To Yr/Per: 2023/ 1  
 Include budget entries: Y  
 Incl encumb/liq entries: Y  
 Sort by JE # or PO #: J  
 Detail format option: 1  
 Include additional JE comments: N  
 Multiyear view: D  
 Amounts/totals exceed 999 million dollars: N

Year/Period: 2025/12  
 Print MTD Version: N  
 Roll projects to object: N  
 Carry forward code: 1

Find Criteria  
 Field Name            Field value  
 Org                    30343469\*  
 Object  
 Project  
 Rollup code  
 Account type  
 Account status