



**MEMORANDUM
PUBLIC WORKS
ENVIRONMENTAL ENGINEERING DIVISION**
County of Placer

TO: Honorable Board of Supervisors
FROM: Ken Grehm, Director of Public Works
BY: Jared Deck, P.E., Program Manager
SUBJECT: The Clean Tahoe Program

DATE: June 28, 2022

ACTION REQUESTED

Authorize the County Executive Officer, or designee, to execute a Supplemental Services Agreement with the Clean Tahoe Program in an amount not to exceed \$150,000, subject to County Counsel and Risk Management concurrence.

BACKGROUND

The Clean Tahoe Program ("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. Over the last year, Clean Tahoe has provided supplemental litter and garbage services under a multi-jurisdictional program (Washoe County, Incline Village General Improvement District (IVGID), Nevada Department of Transportation (NDOT), Caltrans, California Tahoe Conservancy (CTC), and Town of Truckee) to remove excess solid waste from recreational areas and public spaces providing a public benefit to the County and the community. Each agency has entered into their own agreement and contribution commitment with Clean Tahoe.

Under their current agreement, Clean Tahoe provides a multitude of services including patrolling town center neighborhoods each week, specifically Kings Beach and Tahoe City, to clean up roadside litter and debris, responding to complaint calls for litter clean up, posting courtesy notices and shelter enclosure specification sheets to property owners where litter and debris are found, participate in at least one "Community Cleanup Day" per year in Kings Beach, assist in one "dump day" to help senior citizens dispose of unwanted materials, and servicing public trash locations at least once per week to perform litter and nuisance abatement.

Staff supports the continued efforts of Clean Tahoe services and recommends authorizing the County Executive Officer, or designee, to execute a Supplemental Services Agreement with the Clean Tahoe Program in an amount not to exceed \$150,000 for FY 2022-23.

ENVIRONMENTAL IMPACT

The Services Agreement does not constitute a "Project" under California Environmental Quality Act (CEQA) pursuant to CEQA guidelines 15378(b)(5) because it is an administrative action that does not result in any direct or physical change in the environment.

FISCAL IMPACT

The cost of the Agreement with Clean Tahoe is not to exceed \$150,000 and funding for this agreement is budgeted in the FY 2022-23 Tahoe Economic and Community Enhancement fund (formerly the Tahoe Tourism and Promotions fund). There is no impact to the General Fund.

Honorable Board of Supervisors
June 28, 2022
The Clean Tahoe Program
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ATTACHMENTS

Attachment A - Services Agreement with Clean Tahoe

**Supplemental Litter and Garbage Abatement Services Agreement
No. 001278
Placer County and Clean Tahoe Program**

THIS SERVICES AGREEMENT, (hereinafter referred to as “Agreement”) made and entered by and between Placer County, a political subdivision of the State of California (hereinafter referred to as “County”), and Clean Tahoe Program, a non-profit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2074 Lake Tahoe Blvd., Suite 6, South Lake Tahoe, CA 96150 (hereinafter referred to as “Clean Tahoe”). The parties to this Agreement are sometimes referred to as the “Parties,” or each, a “Party.”

R E C I T A L S

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, Clean Tahoe possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions herein; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, it is the intent of the County to fund the specialized services to be performed by Clean Tahoe on a fiscal year basis; and

WHEREAS, this Agreement is one aspect of a multi-jurisdictional program, wherein Clean Tahoe will provide specialized services to several public entities and organizations. For reference, such organizations may, but will not necessarily, include:

Washoe County
Incline Village General Improvement District (IVGID)
Nevada Department of Transportation (NDOT)
Caltrans
California Tahoe Conservancy (CTC)
Town of Truckee

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Clean Tahoe mutually agree as follows:

1. Scope of Services

A. Clean Tahoe shall perform the services (“Services”) set forth on the Scope of Work attached to this Agreement as Exhibit 1 and incorporated by reference herein (“Scope of Work”).

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B. Clean Tahoe will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Clean Tahoe's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included or intended in this Agreement, or in any report, opinion, document, or other instrument of service related to the Services.

C. If the County requests Clean Tahoe to perform any work that is not described in the Scope of Work or exceeds the Scope of Work, Clean Tahoe will submit a written change order to the County describing: (i) the additional Services or hours to be performed and (ii) the additional fees, if any, associated with such Services and time. Clean Tahoe will not perform any Service not authorized by the County in the Scope of Work or any modifications thereto.

D. The Parties will cooperate with each other in connection with the Services, including: (a) carrying out their respective obligations on a timely basis; (b) keeping each other advised about potential issues; (c) promptly responding to communications from one another; (d) meeting as agreed to discuss the Services; (e) working in good faith to resolve problems; and (f) providing one another with information and documents as may be appropriate in connection with the Services.

2. Period of Performance

Clean Tahoe shall commence performance of work and produce all work products in accordance with the Scope of Work, unless this Agreement is terminated sooner as provided elsewhere in the Agreement.

3. Term

This Agreement shall become effective when fully executed by both parties hereto ("Effective Date") and shall expire one (1) year from the date of execution thereof ("Term"). The County and Clean Tahoe will review the results of the Services at the end of the Term and may consider a new or extended contract based on Clean Tahoe performance and available funding.

4. Compensation

The amount compensation to be paid to Clean Tahoe and the method of payment shall be in accordance with the Compensation Schedule attached to this Agreement as Exhibit 2 and incorporated by reference herein ("Compensation Schedule").

5. Independent Contractor Status

Clean Tahoe agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that neither Clean Tahoe nor its employees or agents acquire any of the rights, privileges, powers, or advantages of County employees.

Except as otherwise provided in writing, neither Party shall have the authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have the authority, express or implied pursuant to this Agreement to

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bind the other Party to any obligation whatsoever.

6. Termination

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency within thirty (30) days after the Effective Date. Should such funds not be approved, the County and Clean Tahoe may amend this Agreement or the Scope of Work, or terminate this Agreement as provided herein.

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party for any reason, including, without limitation, the County's desire to terminate its obligation to levy and appropriate necessary funds, and Clean Tahoe's desire to terminate the provision of the Services pursuant to this Agreement.

7. Ownership of Data

In performing the Services, Clean Tahoe may furnish the County with reports, documents, plans, (including digitized plans) specifications and estimates produced as part of this Agreement (collectively "Work Product"). Upon completion or earlier termination of this Agreement, the ownership and title of all Work Product will automatically be vested in the County and no further Agreement will be necessary to transfer ownership to the County. Clean Tahoe shall furnish the County all necessary copies of data needed to complete the review and approval process. Any reuse of such materials shall be done at the sole risk of the County. Notwithstanding the foregoing, the County acknowledges that Clean Tahoe owns and retains all right, title, and interest in and to any and all proprietary know-how and methodologies used by Clean Tahoe in creating the Work Product or in otherwise providing Services.

8. Changes to Agreement

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and fully executed by duly authorized officers of the parties hereto.

9. Prior Agreement / Assignment of Agreement:

Neither this Agreement, nor any part thereof, nor any monies due or to become due hereunder, may be assigned by Clean Tahoe without the express written approval of the County.

This instrument constitutes the sole and only Agreement between the County and Clean Tahoe respecting the Clean Tahoe Program and costs for said program, and correctly sets forth the obligations of County and Clean Tahoe to each other as of its effective date. This Agreement incorporates or supersedes all prior written or oral agreements or understandings. Any agreements or representations relating to the subject matter of this Agreement but not expressly set forth herein are null and void.

10. Limitation of Liability

Neither Clean Tahoe nor the County 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

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such damages. Clean Tahoe's total liability with respect to this Agreement will not exceed the General Liability limits of one million dollars (\$1,000,000).

11. Indemnification

The County agrees to indemnify and hold harmless Clean Tahoe and Clean Tahoe's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the County, its employees, or agents.

Clean Tahoe agrees to indemnify and hold harmless the County, its employees, agents, and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Clean Tahoe, its employees, or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of Clean Tahoe's services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve Clean Tahoe from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Clean Tahoe's operations regardless if any insurance is applicable or not.

This provision is not intended to create any cause of action in favor of any third party against Clean Tahoe or the County or to enlarge in any way Clean Tahoe's liability but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Clean Tahoe's performance pursuant to this contract or agreement.

12. Insurance

Within ten (10) days of the Effective Date, Clean Tahoe shall file with the County a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A- VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Clean Tahoe employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

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Cancellation Notice: “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer.”

Waiver of Subrogation: The workers’ compensation policy shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Clean Tahoe.

Clean Tahoe shall require all subcontractors to maintain adequate Workers’ Compensation insurance. Certificates of Workers’ Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Clean Tahoe, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Clean Tahoe in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Clean Tahoe carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Clean Tahoe carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:

Clean Tahoe shall not provide a Commercial General Liability (Claims Made)

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policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Clean Tahoe shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) "The County of Placer, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (ii) "The insurance provided by Clean Tahoe, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self- insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If Clean Tahoe subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Clean Tahoe shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

G. Additional Insurance Requirements

(i) Premium Payments: The insurance companies shall have no recourse against the County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(ii) Policy Deductibles: Clean Tahoe shall be responsible for all deductibles in all of Clean Tahoe's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Clean Tahoe Obligations: Clean Tahoe's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage: Clean Tahoe shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Clean Tahoe's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach: Failure of Clean Tahoe to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

13. Notices to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing it in the United States Post Office, postage prepaid, and return receipt requested. Notices to the County shall be in duplicate and addressed as follows:

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Placer County
Public Works Department – Tahoe Engineering Division
P.O. Box 336
7717 North Lake Blvd.
Kings Beach, CA 96143

or to such other location as the County directs. Notices to Clean Tahoe shall be addressed as follows:

Clean Tahoe
Attn: Kathleen Sheehan, Executive Director
2074 Lake Tahoe Blvd., Suite #6 South Lake Tahoe, CA 95610

or to such other location as Clean Tahoe directs.

14. Audits and Inspections

Clean Tahoe shall maintain complete financial records for a minimum of five (5) fiscal years after the termination of this Agreement that clearly reflect the costs of services for which compensation is received under this Agreement. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services.

Clean Tahoe shall at any time during regular business hours, and as often as the County may reasonably deem necessary, make available to the County for examination all of Clean Tahoe's records and data with respect to the matters covered by this Agreement. Clean Tahoe shall, and upon request by the County, permit the County to audit and inspect all of such records and data necessary to ensure Clean Tahoe's compliance with the terms of this Agreement. Clean Tahoe shall be subject to an audit by the County or its authorized representative to determine if the funds received by Clean Tahoe were utilized as provided by this Agreement. If, after audit, the County makes a determination that funds provided to Clean Tahoe pursuant to this Agreement were not spent in conformance with the Agreement or any other applicable provisions of law, Clean Tahoe shall have thirty (30) days to review and respond to such determinations.

15. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Clean Tahoe pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

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B. Nondiscrimination. Clean Tahoe shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Clean Tahoe shall report to the County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Clean Tahoe must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Clean Tahoe shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

16. Licenses, Permits

Clean Tahoe represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Clean Tahoe and/or its employees to practice its/their profession. Clean Tahoe represents and warrants to the County that Clean Tahoe shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for the County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

17. Publicity. The County agrees that Clean Tahoe may reference the Services in external and internal communications, including, without limitations, on Clean Tahoe's website.

18. No Third-Party Beneficiaries

The terms and conditions of this Agreement, expressed or implied, exist only for the benefit of the parties to this Agreement and their respective successors and assignments. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Clean Tahoe and County. No other person or entity shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

19. Force Majeure

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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, fire, shall not be deemed to be a breach of this Agreement. Clean Tahoe shall have a reasonable time after cessation of any of the above-mentioned causes to render any performance required by this Agreement.

20. Governing Law; Venue

This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any dispute resolution arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in the County of Placer, California. Clean Tahoe waives any removal rights as it might have under Code of Civil Procedure Section 394.

21. Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

22. Authorized Signatures; Counterparts

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

23. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect with being impaired or invalidated in any way.

24. Use Area:

In order for Clean Tahoe to provide services to the County and the community, the County will provide the Use Area located at 8645 N. Lake Boulevard, Kings Beach, California, Placer County APN 090-133-005-000 (hereinafter referred to as "Property"). The County agrees to allow Clean Tahoe to use and occupy the Use Area, which is located at the Property within a portion of the building identified as the North Tahoe Village and identified as "Unit 3" at no cost to Clean Tahoe. The Use Area is approximately 663 square feet. The Use Area is provided as is. Clean Tahoe's

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occupation of the Use Area shall be consistent with typical office space operations and shall not otherwise impact the operations or parking of County tenants or their customers. Clean Tahoe may utilize the building's existing parking, but acknowledges that the County has not designated parking spaces for this use. At any time, the County can notify Clean Tahoe of additional parking requirements or changes to parking requirements.

25. Obligations:

The County is providing the Use Area as consideration for Clean Tahoe's services. Except as provided herein, Clean Tahoe shall have no obligation to pay any additional expenses relating to the Use Area or the Property, including, without limitation, rent, taxes, common area and maintenance fees, or operating expenses in any form, except for the possibility of a possessory tax assessed to Clean Tahoe's use of property.

County is responsible for all maintenance and repair of all building structures, including but not limited to; roof systems; windows and screens; exterior walls, interior walls, surfaces; electrical systems, sewer lines, pumps, and heating/air conditioning systems. Clean Tahoe will be solely responsible for the cost of any damage caused by Clean Tahoe and the cost of such repair. The County has the right to access the Use Area at any time to inspect or repair the Use Area upon reasonable notice to Clean Tahoe.

At no time shall Clean Tahoe do any repairs or maintenance to the Use Area, unless otherwise allowed by this Amendment or as agreed to by written consent by the County. The County shall remedy without delay any defective, dangerous, or unsanitary conditions.

Clean Tahoe shall be responsible for telephone service, internet service, and the expense and/or management of daily and periodic janitorial responsibilities sufficient to maintain Use Area, such as changing light bulbs and plunging of toilets. Clean Tahoe will be responsible for the monthly inspection of fire extinguishers.

Clean Tahoe shall not be liable to the County for injury or damage that may result from any defect in the construction or condition of the Use Area or the Property. Except for the gross negligence, willful misconduct, or bad faith of Clean Tahoe, County shall indemnify, protect, defend, and hold Clean Tahoe harmless from and against any and all third-party claims, demands, liabilities, and expenses, including attorney's fees, arising from or in connection with claims arising out of the building's compliance with the American with Disabilities Act of 1990, (42 U.S.C. 12101, et. seq.), as amended ("ADA").

26. Termination of Use Area:

County shall have the right to terminate Clean Tahoe's use of the Use Area at any time, with a thirty (30) day written notice from County to Clean Tahoe. Notice will require Clean Tahoe to vacate the Use Area within the thirty (30) days of receipt of notice.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**CLEAN TAHOE PROGRAM
("CONTRACTOR")***

_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____

COUNTY OF PLACER ("COUNTY")

_____ County Executive Office
Date: _____

_____ Signature
_____ Print Name

Approved as to Form Office of Placer County Counsel

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Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst.
Treasurer

Date: _____

Date: _____

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

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EXHIBIT 1 Scope of Work

Clean Tahoe agrees to provide the following services to the Tahoe basin portion of Placer County (“County Areas”):

- Tour town center neighborhoods each week, specifically Kings Beach and Tahoe City, to clean up roadside litter and debris. Clean Tahoe is expected to provide an average of 40 hours of service to County Areas per week between April 1 and September 30, and 20 hours of service to County Areas per week between October 1 and March 31.
- Clean roadside litter from the west and north shoreline area once in the spring and once in the fall. The west shoreline area is defined as the neighborhoods along Highway 89 between Tahoma and Tahoe City. The north shoreline area is defined as the neighborhoods along Highway 28 between Tahoe City and the Stateline boundary with Nevada.
- Respond, at Clean Tahoe’s discretion, to reasonable requests from County residents in the County Areas to clean up litter and/or contact property owners to clean up litter. Whenever possible, Clean Tahoe will respond to resident requests within 24 hours.
- In Clean Tahoe’s discretion, post courtesy notices and shelter enclosure specification sheets to property owners where litter and debris are found. Copies of such notices shall be provided to Placer County Environmental Health Division staff in Tahoe City. Properties will be re-inspected within 10 days. If the problem still exists after 20 days, Clean Tahoe will refer the property to the Placer County Code Compliance Division.
- Participate in at least one “Community Cleanup Day” per year in Kings Beach where the North Tahoe Business Association (NTBA) and its volunteers help with disposal of unwanted items at the Cabin Creek Transfer Station.
- Assist in one (1) “dump day” to assist senior citizens with disposing of unwanted materials.
- Maintain and service public trash containers in Kings Beach designated by the mutual agreement of the Parties at least once per week. Clean Tahoe may request additional cans, and they may be incorporated into this Agreement upon written consent of the County. The County may request Clean Tahoe to transfer cans to new locations or remove cans as needed. The total number of serviced cans under this contract shall not exceed 22, and the container refuse will be deposited in one or more dumpsters placed in Kings Beach and regularly serviced by Tahoe Truckee Sierra Disposal (TTSD). There are an additional 17 public trash containers in Tahoe City and 25 public trash containers at the TART bus shelters and the Dollar Creek trailhead located along Highways 28 and 89. These containers are serviced by others, but Clean Tahoe shall patrol these locations at least once per week to perform litter and nuisance abatement.
- The trash containers are property of the County, and Clean Tahoe will notify the County of any problems, damage, malfunctions, or necessary repairs for the trash cans. Clean Tahoe shall have no obligation to maintain repair such trash cans.

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- Similar to trash container service, collection of loose litter during abatement activities shall be disposed of in TTSD-provided dumpsters unless the dumpsters are full and/or litter abatement activity occurs at locations more conducive to a direct haul to the Cabin Creek Transfer Station.

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**EXHIBIT 2
Compensation Schedule**

County compensation. For the Services provided in the Agreement, the County agrees to compensate Clean Tahoe the sum of \$150,000 for one (1) year of service, beginning July 1st, 2022, according to the following schedule:

Date due:	7/1/22	10/1/22	1/1/23	4/1/23
Amount:	\$37,500	\$37,500	\$37,500	\$37,500

Multi-jurisdictional program compensation

Compensation to Clean Tahoe will be provided by other organizations as denoted in their separate contracts with Clean Tahoe. In addition, all participating agencies will execute a memorandum of understanding summarizing the total combined compensation to be paid to Clean Tahoe as part of the multi-jurisdictional program.

Clean Tahoe shall issue invoices four times per year for services performed for the next three (3) months. Invoices will be submitted according to the following schedule:

- The invoice for the period of July through September is due by July 1st, 2022.
- The invoice for the period October through December is due by October 1st, 2022.
- The invoice for the period of January through March shall be due by January 1st, 2023.
- The invoice for April through June is due by April 1st, 2023.

Invoices shall be accompanied by a cost report detailing the accomplishment of the activities and outcomes described in the Scope of Work. The cost report shall be submitted to the County within thirty (30) days of the end of the time period covered by the corresponding invoice. Invoices will not be paid until the County has received the cost report for the same period. Cost reports should be supported by time accounting records, records of service calls, 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 and cost reports shall be mailed to the County at the following address:

Placer County
Public Works Department – Tahoe Engineering Division
P.O. Box 336
7717 North Lake Blvd.
Kings Beach, CA 96143

Or to such other location as County directs.

Attachment A

Payment.

All invoices shall be due within 30 days of receipt. Interest of 1% per month will be due on any late payment from the due date until the amount is paid.

