

**Funding Agreement
Between
County of El Dorado and Clean Tahoe Program**

Funding Agreement #9514

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the 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 Boulevard, Suite #6, South Lake Tahoe, California 96150 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, the specific purpose of Grantee is to enhance the visual quality of the Lake Tahoe environment through community education, citizen involvement, and litter and nuisance abatement;

WHEREAS, Grantee has represented to County that it is specially trained, experienced, is an expert, and competent to perform the specialized services required hereunder and County has determined to rely upon such representations;

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

WHEREAS, the County Board of Supervisors has passed an annual Resolution confirming pre-existing benefit assessments that have been collected on the County tax rolls since the late 1980's in the same amounts with no increase over prior fiscal years for the County portion of the Lake Tahoe Basin, in part, to fund programs, including but not limited to solid waste diversion and Clean Tahoe, within County Service Area 10, Zone "C", to comply with the state mandated statutory requirements;

WHEREAS, on a fiscal year basis, it is the intent of County to fund the specialized services to be performed by Grantee in accordance with said resolution.

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Activities: Grantee shall serve County's portion of the Lake Tahoe Basin by providing the following services for the duration of this Agreement:

- Tour all Tahoe Basin County neighborhoods and Meyers Business Area each week, except the west shoreline area, to clean up roadside litter and debris.

- Clean roadside litter from the west shoreline area once in the spring and once in the fall. The west shoreline area is defined as Highway 89 between the entrance to Baldwin Beach to the El Dorado County line in Tahoma, California.
- Respond to requests from residents to clean up litter and/or contact property owners to clean up litter. Whenever possible, Grantee will respond to resident requests within twenty-four (24) hours.
- Issue/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 County's Environmental Management Department (EMD) staff in South Lake Tahoe. Properties will be re-inspected within ten (10) business days. If the problem still exists after twenty (20) business days, Grantee will refer the property to the County Sheriff's Office.
- Provide at least one (1) "Community Cleanup Day" per year where County citizens pay a maximum of five dollars (\$5) per truck or trailer load to dispose of unwanted items at the South Tahoe Refuse Transfer Station.
- Assist in sponsoring "Clean-up Day" in Tahoma once per year. Grantee sponsorship includes two thousand dollars (\$2,000) towards the disposal of material and the assistance of Grantee field crew with the pickup of furniture, appliances, or other bulk items from local residences.
- For senior citizens who are requesting service, Grantee will provide physical assistance in removing unwanted materials.
- Maintain and service designated trash containers at least once per week. Grantee may request additional cans, and they may be incorporated into this Agreement upon written consent of the County. County may request Grantee to transfer cans to new locations or remove cans as needed. The total number of serviced cans under this contract shall not exceed fourteen (14).
- During the term of this Agreement, the trash containers that are approved to be serviced are:
 - Two (2) cans placed at County offices on Takela Drive (year-round) (3368 Lake Tahoe Boulevard)
 - One (1) can placed on the path between Roadrunner and Pioneer Trail (year-round)
 - Two (2) cans placed near the road by the Chevron Gas Station (year-round) (2933 Highway 50)
 - Three (3) cans placed near the street by Lira's Grocery Store (2977 Highway 50) (Two [2] year-round, one [1] for the period of Memorial Day through Labor Day holidays)

- One (1) can placed near the street at Getaway Cafe (year-round) (3140 Highway 50). Two (2) cans placed near Divided Sky & Downtown Cafe (year-round) (3200 Highway 50)
 - One (1) can placed on the path near the U.S. Post Office (for the period of Memorial Day through Labor Day holidays) (1285 Apache Avenue)
 - One (1) can placed on the path near Bob Dog Pizza (for the period of Memorial Day through Labor Day holidays) (3160 Highway 50)
 - One (1) can placed on the path near Century 21/Verde restaurant (seasonal as determined by County's Contract Administrator) (3141 Highway 50)
- The trash containers are property of County and Grantee will notify County's Contract Administrator of any problems, damage, malfunctions, or necessary repairs for the trash cans.

Grantee will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Grantee'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.

ARTICLE II

Payment and Use of Funds: For services provided herein, County agrees to compensate Grantee \$53,000.

Additional Funding:

\$29,000 of Board approved Discretionary Transient Occupancy Tax funds from Fiscal Year 2023-24 will be provided as a lump sum for a future capital purchase. The specific usage and reporting requirements will be fulfilled by the end of the term, as defined in ARTICLE III, Term.

The total amount of this Agreement shall not exceed \$82,000, inclusive of all costs, taxes, and expenses.

A summary report of services completed shall be required as proper documentation and verification that Grantee has satisfactorily completed the services for which compensation is sought. Payment will be made within forty-five (45) days following County's receipt and approval of the summary reports. Summary reports shall be submitted biannually for services performed for the prior seven (7) months. The first summary report of services completed shall be submitted by November 1, 2025, and the second summary report of services completed shall be submitted no later than June 30, 2026.

Summary reports shall detail the accomplishment of the activities and outcomes described in ARTICLE I, Activities, above. The summary report shall be submitted to County's Contract Administrator by the dates defined above. Payment for services will not be paid prior to County's receipt and approval of the summary report for that period. Summary reports should include, but not be limited to, time accounting records, records of service calls, records of tours

performed, events sponsored, and other documentation of activities performed at Grantee offices to substantiate the scope of services.

Summary reports shall be mailed to County at the following address:

County of El Dorado
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Jeffrey Warren

or to such other location as County directs.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of April 1, 2025, through June 30, 2026.

ARTICLE IV

Audits Required: If requested, Grantee shall submit to County a year-end financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute records for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the State, or any of their duly authorized representatives.

ARTICLE V

Audit by California State Auditor: Grantee acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VI

Political Activity: Pursuant to Government Code sections 54964, 54964.5, and 54964.6, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

ARTICLE VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VIII

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

County of El Dorado
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Jeffrey Warren
Director

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Clean Tahoe Program
2074 Lake Tahoe Boulevard, Suite #6
South Lake Tahoe, California 96150

Attn.: Kathleen Sheehan, Executive Director

or to such other location as Grantee directs.

ARTICLE IX

Indemnity: To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations, if any, of Grantee are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor

should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE X

Insurance: Grantee shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Grantee maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Grantee as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Grantee in performance of the Agreement.
- D. In the event Grantee is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Grantee shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Grantee agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Grantee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Grantee agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Grantee's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XI

Termination: Either County or Grantee may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination.

ARTICLE XII

Levine Act: Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

ARTICLE XIII

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

ARTICLE XIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jeffrey Warren, REHS, Director, Environmental Management Department or successor.

ARTICLE XV

Authorized Signatures: 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.

ARTICLE XVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XVII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XVIII

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 6/24/2025

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 

Dated: 6/24/2025

Deputy Clerk

-- CLEAN TAHOE PROGRAM --

By: 

Dated: 5/19/25

Kathleen Marie Sheehan
Chief Executive Officer
"Grantee"

By: 

Dated: 5/21/25

Michael Phillips
Chief Financial Officer

Clean Tahoe Program

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is Grantee's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

May 20th 2005

Date

Clean Tahoe Program

Type or write name of company

Kathleen Marie Sheehan

Signature of authorized individual

Kathleen Marie Sheehan

Type or write name of authorized individual