

Service Agreement

Between the County of El Dorado and Clean Tahoe Program

Agreement #6449

THIS SERVICE AGREEMENT, (hereinafter referred to as "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 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 "Clean Tahoe");

RECITALS

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

WHEREAS, Clean Tahoe has represented to County that it is specially trained, experienced, 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 Clean Tahoe in accordance with said resolution.

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

ARTICLE I

Scope of Services: Clean Tahoe 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 west shoreline area, to clean up roadside litter and debris. Clean

Tahoe is expected to provide no less than ninety-six (96) hours of service from December 31, 2021 through March 31, 2022, two hundred forty (240) hours of service from April 1, 2022 through September 30, 2022, and no less than one hundred ninety-two (192) hours of service to County areas between October 1, 2022 and March 31, 2023.

- 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, CA.
- Respond to requests from residents to clean up litter and/or contact property owners to clean up litter. Whenever possible, Clean Tahoe 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 El Dorado County Environmental Management Department 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, Clean Tahoe will refer the property to the County Sheriff's Office.
- Provide at least one (1) "Community Cleanup Day" per year where El Dorado 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. Clean Tahoe sponsorship includes two thousand dollars (\$2,000) towards disposal of material and the assistance of Clean Tahoe field crew with pickup of furniture, appliances, or other bulk items from local residences.
- For senior citizens who request this service, provide physical assistance and/or pay the dump fee, if a financial need exists, to dump unwanted materials.
- Maintain and service designated trash containers 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. 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 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 St. (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 Clean Tahoe will notify County's Contract Administrator of any problems, damage, malfunctions, or necessary repairs for the trash cans.

Clean Tahoe will perform 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.

ARTICLE II

Period of Performance: Upon final execution of this Agreement, Clean Tahoe shall commence performance of all services and produce all work products in accordance with ARTICLE I, Scope of Services, unless this Agreement is terminated sooner as provided in ARTICLE VI, Termination.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of December 31, 2021 through June 30, 2023.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to compensate Clean Tahoe annually based on the amounts invoiced, as provided below.

Subject to the limitations on payment to be made by County set forth above and pursuant to Board of Supervisors Resolution 218-99, the County will, under its franchising authority, authorize Clean Tahoe to receive from South Tahoe Refuse Co. and South Tahoe Refuse Co. to pay Clean Tahoe funds equal to an additional fifteen cents (\$0.15) per month on each refuse account serviced by South Tahoe Refuse Co. in the unincorporated portion

of County. All such additional funds shall be used by Clean Tahoe for purposes consistent with this Agreement. At no time shall this additional payment of such funds be an obligation of County and all such funds shall be paid to Clean Tahoe and accounted for by South Tahoe Refuse Co.

Funding for each period shall be provided in accordance with the following:

<u>Service Activity</u>	<u>December 31, 2021 – March 31, 2022</u>
• Clean roadside litter and debris	\$ 2,100
• Resident litter requests	\$ 500
• Courtesy Noticing	\$ 500
• Community Clean-Up Days	\$ 750
• Service Designated Trash Containers	\$ 1,750
• Administrative Costs	\$ 845
Subtotal	\$ 6,445

<u>Service Activity</u>	<u>April 1, 2022 – September 30, 2022</u>
• Clean roadside litter and debris	\$ 6,000
• Resident litter requests	\$ 1,200
• Courtesy Noticing	\$ 1,200
• Community Clean-Up Days	\$ 1,500
• Service Designated Trash Containers	\$ 4,500
• Administrative Costs	\$ 1,710
Subtotal	\$ 16,110

<u>Service Activity</u>	<u>October 1, 2022 – March 31, 2023</u>
• Clean roadside litter and debris	\$ 4,200
• Resident litter requests	\$ 1,000
• Courtesy Noticing	\$ 1,000
• Community Clean-Up Days	\$ 1,500
• Service Designated Trash Containers	\$ 3,500
• Administrative Costs	\$ 1,690
Subtotal	\$ 12,890

The total amount of this Agreement shall not exceed \$35,445, inclusive of all costs, taxes, and expenses.

An itemized invoice and cost report shall be required as proper documentation and verification that Clean Tahoe 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 invoices and cost reports, whichever is received later. Invoices and cost reports shall be submitted bi-annually for services performed for the prior six (6) months. The invoice and cost report for the period covering April 1 through September 30 of each year shall be submitted by October 31 of the following year, and

the itemized invoice and cost report for the period covering October 1 through March 31 of each year shall be submitted by July 15.

Cost reports accompanying the itemized invoices shall detail the accomplishment of the activities and outcomes described in ARTICLE I, Scope of Services, above. The cost report may be submitted with the invoices, but shall be submitted to County's Contract Administrator no later than thirty (30) days after the end of the period covered by the corresponding invoice. Invoices will not be paid prior to County's receipt and approval of the cost report for that period. Cost 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 Clean Tahoe offices to substantiate the fees listed on the invoice..

A cost report summarizing the services performed for the full fiscal year shall accompany the invoice for the period covering January 1 through June 30. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

ARTICLE V

Independent Contractor Liability: The parties intend that an independent contractor relationship will be created by this contract. Clean Tahoe is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Clean Tahoe exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Clean Tahoe. Those persons will be entirely and exclusively under the direction, supervision, and control of Clean Tahoe.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Clean Tahoe performs the work or services for accomplishing the results. Clean Tahoe understands and agrees that Clean Tahoe lacks the authority to bind County or incur any obligations on behalf of County.

Clean Tahoe, including any subcontractor or employees of Clean Tahoe, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security,

disability insurance, pension, or 457 plans. Clean Tahoe shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Clean Tahoe. Clean Tahoe shall not be subject to the work schedules or vacation periods that apply to County employees.

Clean Tahoe shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Clean Tahoe provides for its employees.

Clean Tahoe acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE VI

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. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Clean Tahoe thirty (30) days prior written notice.

Either party may terminate this Agreement upon thirty (30) days written notice which indicates that County does not intend to continue to levy and appropriate necessary funds, or that Clean Tahoe intends to terminate providing services pursuant to this Agreement.

ARTICLE VII

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.

ARTICLE VIII

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 County.

This instrument constitutes the sole and only Agreement between County and Clean Tahoe respecting Clean Tahoe 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 respecting Clean Tahoe or the Agreement not expressly set forth in this Agreement are null and void.

ARTICLE IX

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:

To County

With a copy to:

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

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

Attn.: Jeffrey Warren
Director

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Clean Tahoe shall be addressed as follows:

The 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 Clean Tahoe directs.

ARTICLE X

Change of Address: In the event of a change in address for Clean Tahoe's principal place of business, Clean Tahoe's Agent for Service of Process, or Notices to Clean Tahoe, Clean Tahoe shall notify County in writing as provided in ARTICLE IX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XI

Indemnity: Clean Tahoe shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' 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 Clean Tahoe's services, operations, or performance hereunder, regardless of the existence or degree of fault or

negligence on the part of County, Clean Tahoe, subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees, and representatives, or as expressly provided by statute. This duty of Clean Tahoe to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Clean Tahoe as required by law in the State of California.
- B. Commercial General Liability Insurance 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.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Clean Tahoe in performance of the Agreement.
- D. In the event Clean Tahoe 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. Clean Tahoe 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. Clean Tahoe 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, Clean Tahoe shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Clean Tahoe 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 Clean Tahoe 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. Clean Tahoe'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 Clean Tahoe'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 Clean Tahoe 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. Clean Tahoe's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - N. In the event Clean Tahoe cannot provide an occurrence policy, Clean Tahoe 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 XIII

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 County may deem necessary, make available to 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 County, permit 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 County or its authorized representative to determine if the funds received by Clean Tahoe were utilized as provided by this Agreement. If, after audit, 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 agrees to immediately reimburse County all funds determined to have been expended not in conformance with said provisions.

ARTICLE XIV

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 El Dorado, California. Clean Tahoe waives any rights to transfer of the case as it might have under Code of Civil Procedure Section 394.

ARTICLE XV

Contract Administrator: The County officer or employee with the responsibility of administering this Agreement is Jeffrey Warren, REHS, Director, Environmental Management Department or successor. The Clean Tahoe Officer or employee with responsibility for administering this Agreement is Kathleen Sheehan, Executive Director, or successor.

ARTICLE XVI

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 XVII

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 (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XVIII

Partial Invalidity: If any provision, part, sentence, or word of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining

provisions, parts, sentences, and words will continue in full force and effect with being impaired or invalidated in any way.

ARTICLE XIX

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.

ARTICLE XX

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 XXI

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: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CLEAN TAHOE PROGRAM --

By:  _____
Peter Spellman
President

Dated: 4/20/22

By:  _____
Natalie Yanish
Vice President/Secretary

Dated: 4/25/22