

Funding Agreement

Between the County of El Dorado and The Clean Tahoe Program

Funding Agreement #520-F1511

THIS FUNDING 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 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 Blvd., Suite #6 , South Lake Tahoe, CA 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 establishing waste management fees for the County portion of the Lake Tahoe Basin, in part, to fund programs within County Service Area 10, Zone "C", to comply with the state mandated statutory requirements, and Clean Tahoe;

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 portion of the Tahoe Basin by providing the following services to County:

1. Tour all Tahoe basin county neighborhoods and Meyers business area each week, except west shore line area, to clean up roadside litter and

debris. Clean Tahoe is expected to provide an average of eighteen (18) hours of service to County areas per week between April 1 and September 30, and eight (8) hours of service to County areas per week between October 1 and March 31.

2. 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 and the El Dorado County line in Tahoma, CA.
3. Respond to requests from residents to clean-up litter and/or contact property owners to clean-up litter. Whenever possible, Clean Tahoe shall respond to resident requests within 24 hours.
4. 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 the Community Development Agency, Environmental Management Division (EMD) staff in the South Lake Tahoe office location. Properties shall be re-inspected within ten (10) days. If the problem still exists after twenty (20) days, Clean Tahoe shall refer the property to the County of El Dorado Sheriff's Department.
5. Provide at least one "Community Clean-up Day" per year where El Dorado County citizens pay a maximum of \$5 per truck or trailer load to dispose of unwanted items at the South Tahoe Refuse Transfer Station.
6. Assist in sponsoring "Clean-up Day" in Tahoma, CA once per year. Clean Tahoe sponsorship includes \$2,000 towards disposal of material and the assistance of Clean Tahoe field crew with pick-up of furniture, appliances, or other bulk items from local residences.
7. 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.
8. 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. El Dorado 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).
9. At the time of this Agreement, the trash containers that are approved to be serviced are:
 - Two (2) cans placed year-round at El Dorado County offices on Takela Street (3368 Lake Tahoe Blvd)

- One (1) can placed year-round on the path between Roadrunner and Pioneer Trail
- Two (2) cans placed year-round near the road by the Chevron Gas Station (2933 Highway 50)
- Three (3) cans placed near the street by Lira's Grocery Store (2977 Highway 50) two (2) cans year-round, one (1) can Memorial Day through Labor Day
- One (1) can placed year-round near the street at Getaway café (3140 Highway 50)
- Two (2) cans placed year-round near Divided Sky & Downtown café (3200 Highway 50)
- One (1) can placed on the path near the U.S. Post Office (1285 Apache Avenue) Memorial Day through Labor Day
- One (1) can placed on the path near Bob Dog Pizza (3160 Highway 50) Memorial Day through Labor Day
- One (1) can placed on the path near Century 21/Verde restaurant (3141 Highway 50) Memorial Day through Labor Day

10. The trash containers are the property of El Dorado County. Clean Tahoe will notify the Contract Administrator of any problems, damage, malfunctions, or necessary repairs for the trash cans.

Clean Tahoe shall 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: 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 for elsewhere in the Agreement.

ARTICLE III

Term: This Agreement shall become effective on June 19, 2015 and shall expire on June 18, 2018.

ARTICLE IV

Compensation: For services provided herein, County agrees to compensate Clean Tahoe annually the parcel fees established and collected pursuant to the annual Resolution of the Board of Supervisors confirming said fees, and the amount of interest earned on the fee revenue. The total fees collected by County under said authority varies each fiscal year, and is not determined until the close of the fiscal year. Therefore, so long as the services of Clean Tahoe are satisfactorily rendered and no breach of this Agreement exists, Clean Tahoe shall be compensated in accordance with the Resolution of the Board of Supervisors Confirming Waste Management Fees for the Tax Year for Zones of Benefit Within County Service Area No. 10, Zone "C", including

any penalties and costs on delinquent prior year parcel fees, plus the amount of annual interest earned.

In no event shall the amount due annually to Clean Tahoe under this Agreement exceed the amount of the funds actually collected in revenue for Clean Tahoe for the zone during the fiscal year. The total compensation to Clean Tahoe under this Agreement shall not exceed the total revenue received during the period covered of this Agreement, including current year parcel fee assessments, prior year delinquent parcel fee assessments, penalties and cost on delinquent prior year parcel fees, and interest.

Clean Tahoe shall provide an average of eighteen (18) hours of service to County areas per week between April 1 and September 30, and eight (8) hours of service to County areas per week between October 1 and March 31, at a rate of \$36.06 per hour.

An itemized invoice and cost report shall be required as proper documentation and verification that Clean Tahoe has satisfactorily completed the work for which compensation is sought. Payment will be made within forty-five (45) days following County's receipt of itemized invoice and cost report, whichever is later. Deliverables Schedule: Invoices will be issued twice per year for services performed for the prior six (6) months. The invoice for the period of July through December is due by January 31 of the following year. The invoice for the period of January through June will be due by July 15.

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

County of El Dorado
Community Development Agency
Environmental Management Division
2850 Fairlane Court
Placerville, CA 95667
Attn: Greg Stanton

or to such other location as County directs.

ARTICLE V

Independent Contractor Liability: Clean Tahoe is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Clean Tahoe's employees, associates, and subcontractors, in connection with this Agreement.

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 the 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

Attorney's Fees: The prevailing party in any dispute shall be entitled to its attorney's fees and costs.

ARTICLE X

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

County of El Dorado
Community Development Agency
Environmental Management Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Deputy Director
Environmental Management Division

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts and Procurement Unit

or to such other location as County directs.

Notices to Clean Tahoe shall be addressed as follows:

The Clean Tahoe Program
2074 Lake Tahoe Blvd, Suite #6
South Lake Tahoe, CA 95610

Attn.: Catherine Cecchi, Program Manager

or to such other location as Clean Tahoe directs.

ARTICLE XI

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 X, 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 XII

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 XIII

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 XIV

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 XV

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 removal rights as it might have under Code of Civil Procedure Section 394.

ARTICLE XVI

Contract Administrator: The County officer or employee with the responsibility of administering this Agreement is Greg Stanton, REHS, Deputy Director, or successor. The Clean Tahoe Officer or employee with responsibility for administration of this Agreement is Catherine Cecchi, Executive Director, or successor.

ARTICLE XVII

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 XVIII

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.

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.

Contract Administrator and Division Concurrence:

By: 
Greg Stanton, REHS
Deputy Director
Environmental Management Division

Dated: 6-1-2015

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 6/1/15

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

- - C O U N T Y O F E L D O R A D O - -

By: _____

Dated: _____

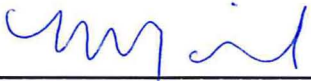
Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors


By: _____
Deputy Clerk

Dated: _____

-- THE CLEAN TAHOE PROGRAM --

By: 
Natalie Yanish
President

Dated: 5/29/15

By: 
Virginia Huber
Vice President

Dated: 5/29/15