

Litter and Nuisance Abatement Services Agreement
No. WC052021
Washoe County and Clean Tahoe

THIS FUNDING AGREEMENT, (hereinafter referred to as "Agreement") is made and entered by and between Washoe County, a political subdivision of the State of Nevada (hereinafter referred to as "County"), and The Clean Tahoe Program, a non-profit corporation, duly qualified to conduct business in the State of Nevada, 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."

RECITALS

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

WHEREAS, Clean Tahoe possesses the skill, experience, ability, background, certification, and knowledge to provide the services required hereunder;

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

WHEREAS, it is the intent of the County and other organizations to fund the specialized services to be performed by Clean Tahoe as provided herein.

WHEREAS, Clean Tahoe will provide specialized services to the County and other organizations pertinent to their land interests and associated infrastructure. The various organizations will have specific contracts for agreed upon scope of services and funding commitments to Clean Tahoe separate from this contract between County and Clean Tahoe. For reference, such organizations may, but will not necessarily, include:

Placer County
Incline Village General Improvement District (IVGID)
Nevada Department of Transportation (NDOT)
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 A and incorporated by reference herein ("Scope of Work").
- 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 for 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's performance and available funding.

4. Compensation

The amount of 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 B and incorporated by reference herein ("Compensation Schedule").

5. 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.

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 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, County acknowledges that Clean Tahoe owns and retains all right, title, and interest in any and all proprietary know-how and methodologies used by Clean Tahoe in creating the Work Product or in otherwise providing the 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 therein are null and void.

10. Limited 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 such damages. County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

11. Indemnification and Insurance

Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable

insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit C, pages 1-3, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

Notwithstanding the foregoing, Clean Tahoe's obligations pursuant to this Section shall not extend to any third-party claims, demands, liabilities, and expenses, including attorneys' fees, arising from any accident, injury (including death), or in any damage arising from any act, omission, or negligence of COUNTY, its officers, agents, employees, and volunteers.

12. 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:

Washoe County
Office of the County Manager
1001 E. Ninth Street
Reno, Nevada 89520

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

The Clean Tahoe Program
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.

13. 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 reasonably 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 shall have thirty (30) days to review and respond to such determinations.

14. 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.

15. Publicity

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

16. Force Majeure

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.

17. Governing Law and Venue

This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada. Any dispute resolution arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in the County of Washoe, Nevada.

18. 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.

19. Agreement Administrator

The County officer or employee with the responsibility of administering this Agreement is Mark Stewart, Purchasing and Contracts Manager, or successor. The Clean Tahoe Officer or employee with responsibility for administration of this Agreement is Katie Sheehan, Executive Director, or her successor.

20. 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.

221. 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.

22. Independent Contractor Status

Clean Tahoe is an independent contractor, not a County employee. Clean Tahoe's employees or contract personnel are not County employees. Clean Tahoe and County agree to the following rights consistent with an independent contractor relationship:

A. Clean Tahoe has the sole right to control and direct the details and methods by which the services required by this Agreement are to be performed, including the hours of work.

B. Neither Clean Tahoe nor Clean Tahoe's staff shall receive any training from County in the skills necessary to perform the services required by this Agreement.

C. Clean Tahoe has the right to perform services for others during the term of this Agreement. County shall not require Clean Tahoe to devote full time to performing the services required by this Agreement.

D. Clean Tahoe has the right to hire assistants and subcontractors to provide the services required by this Agreement. County shall not hire, supervise or pay any staff to assist Contractor.

E. Clean Tahoe will furnish all equipment and materials used to provide the services required by this Agreement. Clean Tahoe is responsible for all expenses without reimbursement.

F. Except to the extent required for the administration of lab director services specified herein, Clean Tahoe shall not be assigned a work location on County premises, and Clean Tahoe has the right to perform the services required by this Agreement at any place, location or time as contemplated in the Agreement.

G. Clean Tahoe is not an employee of County and waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, medical, dental, or other personal insurance, Nevada Public Employees Retirement System ("PERS") or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

H. Clean Tahoe is licensed by the State or other political subdivision(s) to provide similar services for other clients or customers. Clean Tahoe's business license number is NV20212154268. Clean Tahoe must provide Federal Tax Number on required Form W-9.

I. Clean Tahoe is solely responsible for federal taxes and social security payments applicable to money received for services provided. Clean Tahoe understands that an IRS Form 1099 will be filed by the District for all payments received.

J. Clean Tahoe agrees to provide County with certificates of insurance as listed in the Indemnification and Insurance provisions attached as Exhibit "A" to this Agreement and incorporated by reference.

K. Clean Tahoe understands and agrees that PERS, NRS Chapter 286, and PERS Official Policies limit or prohibit PERS retirees' ability to receive compensation for work performed for PERS entities such as County. If Clean Tahoe or any of its staff is a PERS retiree, Clean Tahoe additionally certifies that Clean Tahoe has sought out and received independent advice and guidance from PERS, has been provided the opportunity to seek out independent legal advice and guidance as well, and agrees that County shall not be responsible to Clean Tahoe for PERS benefits of any kind which are or may be lost or forfeited as a result of work performed by Clean Tahoe pursuant to this Agreement.
_____(initials here if PERS retiree).

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first below written.

- - WASHOE COUNTY - -

By: _____ Dated: _____
Purchasing and Contracts Manager
"COUNTY"

--CLEAN TAHOE PROGRAM--

By: Katie Sheehan Dated: 7/16/2021
Katie Sheehan
Executive Director

EXHIBIT A Scope of Work

Clean Tahoe shall serve the Washoe County portion of the Tahoe Basin by providing the following services to the County:

- Clean Tahoe is expected to provide an average of ten [10] hours of service to County areas per week between April 1 and September 30, 2021, and ten [10] hours of service to County areas per week between October 1 and March 31, 2022.
 - Clean roadside litter along Lakeshore Boulevard.
 - Clean roadside litter along the Highway 28 corridor between the Carson City/Washoe County boundary approximately 2.5 miles south of the Sand Harbor State Park Entrance and the Stateline boundary with California at Crystal Bay.
 - Provide litter pickup along the approximately three-mile section of the East Shore Trail from the parking areas at Lakeshore Boulevard and Highway 28 to Sand Harbor State Park.
- Illegally Dumped items:
 - Clean Tahoe is authorized to invoice Washoe County for an additional amount not to exceed \$5,000 during the contract period to dispose of large, illegally dumped items; such as, but not limited to: furniture and household appliances. Washoe County will bill these charges back to the County's Waste Management Refuse Account CC#101112.
- Respond to requests from County residents in the Tahoe Basin portion of Washoe County to clean up litter within the road right of way and/or contact property owners to clean up litter. Whenever possible, Clean Tahoe will respond to resident requests within 24 hours.
- Issue/post courtesy notices to property owners and construction sites where litter and debris are found during the time spent working within Washoe County. Clean Tahoe will not enter upon any private property without the consent or permission of the property owner. Copies of such notices shall be provided to Washoe County Community Services Department – Planning and Building Division staff in Reno. Properties will be re-inspected within 10 days by Clean Tahoe. If the problem still exists after 20 days, Clean Tahoe will refer the property to the Washoe County Code Enforcement Group.

EXHIBIT B
Compensation Schedule

County compensation. For the Services provided in the Agreement, County agrees to compensate Clean Tahoe the sum of \$45,000 for one (1) year of service, beginning July 1, 2021, according to the following schedule:

Date due:	6/1/21	9/1/21	12/1/21	3/1/22
Amount:	\$11,250	\$11,250	\$11,250	\$11,250

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 prior three (3) months. Invoices will be submitted according to the following schedule:

- The invoice for the period of June through August is due by June 1st, 2021.
- The invoice for the period September through November is due by September 1st, 2021.
- The invoice for the period of December through February shall be due by December 1st, 2021.
- The invoice for March through May is due by March 1st, 2022.

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 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:

Washoe County
1001 E. 9th Street
Attn: Accounts Payable Bldg. D-200
Reno, NV 89512
APTTeam@WashoeCounty.us

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.

Exhibit C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR NONPROFIT AGENCY LITTER AND NUISANCE ABATEMENT

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage

pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: N/A per occurrence and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.

4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement