



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on May 10, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone (the telephone number will be posted to our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS - *Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA *(for possible action)*

The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block -OR- The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

E. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.

1. 2023-2024 Proposed Marketing Budget – *pages 5 - 58*
2. District General Manager's Report of May 10, 2023 – *pages 59 - 64*
3. Treasurer's Report - Requesting Trustee: Treasurer Ray Tulloch - Payment of Bills (For District Payments Exceeding \$50,000 or any Item of Capital Expenditure, in the Aggregate in any one Transaction, a Summary of Payments Made Shall be Presented to the Board at a Public Meeting for Review. The Board Hereby Authorizes Payment of any and all Obligations Aggregating Less than \$50,000 Provided They are Budgeted and the Expenditure is Approved According to District Signing Authority Policy) – *page 65*

F. CONSENT CALENDAR *(for possible action)*

1. **SUBJECT:** Review and Possibly Approve Meeting Minutes from March 22, 2023 (Requesting Staff Member: Acting District Clerk Susan Herron) – *pages 66 - 192*
2. **SUBJECT:** Review and Possibly Approve Meeting Minutes from April 5, 2022 (Requesting Staff Member: Acting District Clerk Susan Herron) – *pages 193 - 265*
3. **SUBJECT:** Review and Possibly Approve Meeting Minutes from April 12, 2023 (Requesting Staff Member: Acting District Clerk Susan Herron) – *pages 266 - 353*

Incline Village General Improvement District

Incline Village General Improvement District is a fiscally responsible community partner which provides superior utility services and community oriented recreation programs and facilities with passion for the quality of life and our environment while investing in the Tahoe basin.

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • EMAIL: info@ivgid.org

www.yourtahoeplace.com

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Agenda for the Board Meeting of May 10, 2023 - Page 2

4. **SUBJECT:** Set the date/time of June 14, 2023 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water fee schedule and to publish the notice in accordance with the NRS 318.199 (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 354 - 356*

Recommendation for Action: That the Board of Trustees Set the date/time of June 14, 2023 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water fee schedule and to publish the notice in accordance with the NRS 318.199

5. **SUBJECT:** Review, discuss and approve Amendment 2 for Clean Tahoe's contract services in the not-to-exceed amount of \$40,000 and Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding (MOU) (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 357 - 378*

Recommendation for Action: That the Board of Trustees Review, discuss and Possibly approve Amendment 2 for Clean Tahoe's contract services to extend for an additional year in the amount of \$40,000, and authorize the District General Manager to execute Amendment 2 in substantially the form presented **and** Review discuss and possibly approve Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding FY 2023-24, and authorize the District General Manager to execute the MOU

6. **SUBJECT:** Review, discuss and possibly authorize the District's General Manager to execute Change Order 01 to the Letter of Agreement with KPS3 for Professional Services to redesign and redevelop the District's YourTahoePlace.com website (Phase 2 of the District's website redesign project) for a one-time cost of \$38,524. (Requesting Staff Members: Marketing Manager Paul Raymore and Director of Information Technology Mike Gove) – *pages 379 - 408*

Recommendation for Action: That the Board of Trustees makes a motion to authorize the District's General Manager to execute Change Order 01 to the Letter of Agreement with KPS3 for Professional Services to redesign and redevelop the District's YourTahoePlace.com website (Phase 2 of the District's website redesign project) for a one-time cost of \$38,524.

7. **SUBJECT:** Review, discuss, and potentially approve Policy 22.1.0 Disclosure of Community Groups – *pages 409 - 411*

Recommendation for Action: That the Board of Trustees makes a motion to approve Policy 22.1.0 Disclosure of Community Groups

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, discuss and award the Construction Contract for Mt. Golf Cart Path Restoration - Phase II and Recirculation - Phase III with other construction related contracts (CIP #3241LI2001). (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 412 - 1049*

Recommendation for Action: The Board of Trustees make a motion to:

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1. Approve the award of the Construction Contract for Mt. Golf Cart Path Restoration - Phase II to Sierra Nevada Construction, Inc. in the amount of \$187,007.
2. Authorize staff to execute change orders for additional work for 10% of the Mt. Cart Path Restoration - Phase II construction contract in the amount of \$18,700.
3. Approve the contract with Black Eagle Consulting for materials testing for Mt. Golf Cart Path Restoration - Phase II in the amount of \$5,500 and for Mt. Golf Cart Path Restoration - Phase III in the amount of \$3,900.
4. Approve the award of the Construction Contract for Mt. Golf Cart Path Recirculation - Phase III to West Coast Paving, Inc. in the amount of \$216,000.
5. Authorize staff to execute change orders for additional work for 10% of the Mt. Cart Path Recirculation - Phase III construction contract in the amount of \$21,600.
6. Authorize staff to perform construction services and inspection as required, not to exceed \$60,450.
7. Approve the contract with Rockwood Tree Service for tree removal services in the amount of \$55,225.
8. Authorize staff to hold a \$60,000 Owner Allowance for unforeseen damage to the cart path due to the past winter that was not accounted for during inspections last year in preparation of the design.
9. Authorize staff to execute contract amendments for additional services as required with Black Eagle Consulting not to exceed \$1,000.
10. Authorize Chair and Secretary to execute the contracts in substantially the form presented.

2. **SUBJECT:** Review, discuss and possibly approve all or portions of the Management Consulting Engagement with Moss Adams **and** Reallocate a maximum of \$110,000 from the General Fund for this project. (Requesting Trustee: Trustee Sara Schmitz) – *pages 1050 - 1119*

Recommendation for Action: It is recommended the Board of Trustees makes a motion to approve the management engagement contract with Moss Adams and Reallocate \$110,000 from the General Fund balance to cover the costs of this engagement.

H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)

1. Review, Discuss, and Provide Direction on Redactions for Pending Public Records Requests (Requesting Staff Member: District General Counsel Josh Nelson)

I. LONG RANGE CALENDAR

1. Review of the Long Range Calendar – *pages 1120-1123*

J. BOARD OF TRUSTEES UPDATE

K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.

L. ADJOURNMENT (for possible action)

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CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, May 5, 2023 a copy of this agenda (IVGID Board of Trustees Session of May 10, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)

/s/ Susan A. Herron

Susan A. Herron

Acting District Clerk (e-mail:sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: *Matthew Dent - Chairman, Sara Schmitz, Michaela Tonking, Raymond Tulloch and David Noble*

Notes: *Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. **IVGID'S agenda packets are available at IVGID's website, www.yourtahoepace.com; go to "Board Meetings and Agendas".***

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest, District General Manager

FROM: Brad Underwood, Director of Public Works

SUBJECT: Set the date/time of June 14, 2023 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water fee schedule and to publish the notice in accordance with the NRS 318.199 (Requesting Staff Member: Director of Public Works Brad Underwood)

**RELATED STRATEGIC
PLAN BUDGET
INITIATIVE(S):**

LONG RANGE PRINCIPLE #3 - FINANCE

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

Long-term Initiative #2 Prepare a five-year forecast for each major fund as a part of the annual budget development process.

Budgeted Initiatives for 2021 - 2023 #G Actively manage financial planning and reporting to inform decision making to sustain a strong financial base for operations, while maintaining care and condition of capital assets and existing infrastructure.

LONG RANGE PRINCIPLE #5 - ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venue, facilities, and services.

Budgeted Initiatives for 2021- 2023 #B

Complete Utility Rate Study to ensure the Utility Fund meets budgetary and fund balance requirements.

**RELATED DISTRICT
POLICIES, PRACTICES,**

Ordinance No. 2 – Sewer Ordinance
Ordinance No. 4 – Water Ordinance

RESOLUTIONS OR ORDINANCES

DATE: May 10, 2023

I. RECOMMENDATION

Set the date/time of June 14, 2023 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water fee schedule and to publish the notice in accordance with the NRS 318.199

II. BACKGROUND

At the Board meeting of March 8, 2023, the Board had originally set the date/time of April 26, 2023 for the public hearing on the proposed amendments to the Sewer and Water fee schedule and to publish the notice in accordance with the NRS 318.199.

However, in April, staff noticed that the newspaper ad for the notice of public hearing had been erroneously published in the legal section of the Tahoe Daily Tribune. Due to this error, the District was no longer in compliance with NRS 318.199. Upon consultation with the District's legal team, BBK, the recommended course of action was to reschedule the public hearing and re-publish the notice in the Tahoe Daily Tribune.

Following is the link to the original March 8, 2023 memorandum"

<https://www.yourtahoepace.com/uploads/pdf-ivgid/G.1. - General Business - Utility Rate Study and Setting of Public Hearing.pdf>

This link is provided as a reference to the original materials that came before the Board. Since this is simply a rescheduling/change of date, Staff thought it was a wise decision to include the link but not the materials themselves.

III. BID RESULTS

There are no bid results associated with this Memorandum.

IV. FINANCIAL IMPACT AND BUDGET

The rescheduling of the public hearing will result in a change to when the updated sewer and water rates become effective. The revised schedule for the proposed rate adoption is as follows:

Utility Rate Study Schedule	Date
Set Date of Public Hearing to Adopt New Utility	March 8, 2023

Rates	
Publish Notice of Public Hearing in Newspaper	March 10, 2023
Conduct Public Hearing and Adopt New Utility Rates – <i>Revised Date from original of 4/26/2023</i>	June 14, 2023
New Utility Rates Become Effective – Pending Approval – <i>Revised Date from original of 5/19/2023</i>	June 19, 2023

V. ALTERNATIVES

Not applicable.

VI. COMMENTS

There are no additional comments associated with this Memorandum.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Increase Water and Sewer utility rates to support the District's utility operating and capital expenses in order to continue providing adequate water and sewer service to its customers.

VIII. ATTACHMENTS

None

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Set the date/time of June 14, 2023 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water fee schedule and to publish the notice in accordance with the NRS 318.199.

MEMORANDUM

TO: Board of Trustees

THROUGH: Brad Underwood, Director of Public Works

FROM: Madonna Dunbar

SUBJECT: Review, discuss and Possibly approve Amendment 2 for Clean Tahoe's contract services to extend for an additional year in the amount of \$40,000, and authorize the District General Manager to execute Amendment 2 in substantially the form presented **and** Review discuss and possibly approve Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding FY 2023-24, **and** authorize the District General Manager to execute the MOU (Requesting Staff Member: Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN INITIATIVE(S):

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience. There is no specific Long-term or Budgeted initiative for this item as it falls into normal business operations for the solid waste program.

LONG RANGE PRINCIPLE #2 - RESOURCES AND ENVIRONMENT

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

Long-term Initiatives #2 Promote responsible use of water as a valuable natural resource. Protect Lake Tahoe as a drinking source through programs, projects and event that eliminate trash, hazardous waste and contaminants from entering the watershed. Budgeted Initiatives for 2021 - 2023 #C Work with regional agencies on programs to reduce trash and microp-plastics from entering the Lake Tahoe watershed.

**RELATED DISTRICT
POLICIES, PRACTICES, Resolutions or Ordinances
RESOLUTIONS OR
ORDINANCES** Ordinance 1 - Trash

DATE: May 10, 2023

I. RECOMMENDATION

That the Board of Trustees Review, discuss and Possibly approve Amendment 2 for Clean Tahoe's contract services to extend for an additional year in the amount of \$40,000, and authorize the District General Manager to execute Amendment 2 in substantially the form presented and Review discuss and possibly approve Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding FY 2023-24, and authorize the District General Manager to execute the MOU.

II. BACKGROUND

In Fiscal Year 2021-22 IVGID initially contracted with Clean Tahoe for field services for Public Works solid waste compliance (Attachment 1). The scope of work was specific to IVGID's solid waste field response and enforcement duties for Solid Waste Ordinance 1 violations. Amendment 1 (Attachment 2) entered into on June 10, 2022, extended these services for Fiscal Year 2022/2023 and expires on June 30, 2023.

Several agencies, including IVGID have formed the Clean Tahoe Multi-Jurisdictional Program as "Funding Partners" to enhance litter and garbage management services in the Lake Tahoe Basin and surrounding areas. Each Funding Partner has a separate Agreement with Clean Tahoe for litter abatement and garbage services to address their specific services, terms, conditions, and compensation schedule.

IVGID's service scope with Clean Tahoe has been specifically tailored for duties previously performed by the former Public Works Solid Waste Technician, and includes office support for "one stop field call," multiple customer contacts, violation documentation, site cleanup, three site visits per client, and initial paperwork processing. Details are included in the original Professional Services Agreement.

IVGID Public Works staff is satisfied with the work conducted under the existing contract, and recommends approval of Amendment 2 with Clean Tahoe (Attachment 3) to renew the contract for an additional 1-year term in the total amount of \$40,000 for 500 service hours, billed at \$80/hour, and approve the Clean Tahoe Multi-Jurisdictional Program MOU FY 2023-24 (Attachment 4).

IVGID Public Works staff has received all deliverables required under the original contract's scope of work. The work conducted by Clean Tahoe has allowed for

responsive action regarding reported trash spills; has provided extensive information on route conditions, equipment conditions and provided quick response to reported spills; provided site cleanups, customer service response and site documentation. Administrative tasks have been conducted professionally and in a timely manner. Required documentation of activities and actions has been provided. The contractor is maintaining excellent customer service with both IVGID and the public, allowing for continued successful enforcement of IVGID Ordinance 1.

Other regional jurisdictions are renewing separate scopes as a partnership addressing litter abatement, illegal dumping and other regional trash concerns under the Clean Tahoe Multi-Jurisdictional Program. This Program has an overall partner budget estimated at \$374,500.

III. BID RESULTS

There are no bid results associated with this item.

IV. FINANCIAL IMPACT AND BUDGET

It is anticipated that the work to be done for IVGID will amount to approximately 500 hours for the next fiscal year (an average of nearly 10 hours per week) of on-call response at \$80/hour (inclusive of all staff and equipment needs), for a total of \$40,000.

\$40,000 is proposed within the FY 2023-2024 Operating Budget for Public Works Solid Waste Contractual Services.

V. ALTERNATIVES

Not approve the continuation of this contract.

VI. COMMENTS

District Legal Counsel has reviewed the Contract Amendment and MOU.

The Revised Board Policy for 3.1.0 as of January 11, 2023 requires that all contracts be approved by the Board. Where prior to the policy change, the General Manager could approve these types of contracts up to \$100,000. This policy change requires staff to develop a Board memo and attachments.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

This contract benefits the community by providing services necessary to enforce IVGID's Zero Tolerance Solid Waste Enforcement Program within Ordinance 1 - Trash.

VIII. ATTACHMENTS

1. 2021-05-13 Short Form Agreement with Clean Tahoe

2. 2022-06-10 Amendment 1 to PSA, Clean Tahoe
3. 2023 Amendment 2 to PSA, Clean Tahoe
4. N. Shore MOU 23-24pdf

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Review, discuss and approve Amendment 2 for Clean Tahoe's contract services to extend for an additional year in the amount of \$40,000, and authorize District General Manager Winquest to execute Amendment 2 in substantially the form presented.

Review discuss and approve Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding (MOU) FY 2023-24, and authorize District General Manager Winquest to execute the MOU.

SHORT FORM AGREEMENT
between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
CLEAN TAHOE, INC.
for
PROFESSIONAL SERVICES

This Agreement is made as of May 13, 2021 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and Clean Tahoe Program, a California corporation, hereinafter referred to as "Consultant" or "Clean Tahoe." Owner intends to complete the Project(s) as described in Attachment A, Consultant's Scope of Work and Proposed Work Schedule, and as amended from time to time, hereinafter referred to as the "Project." The parties to this Agreement are sometimes referred to as the "Parties," or each, a "Party."

1.0 BASIC SERVICES

The Consultant shall perform the following tasks and additional services (Services) as may be included from time to time by Additional Services Addendums (ASAs) to this Agreement in accordance with Paragraph 4.2, Additional Services:

The Services are as more particularly described in Attachment A, consisting of providing contract field enforcement of IVGID's Solid Waste Ordinance No. 1. Clean Tahoe shall provide services to the communities of Incline Village and Crystal Bay in Washoe County, Nevada. Clean Tahoe shall provide an average of 10 hours of services per week.

All documentation, drawings, reports and invoices submitted for this Project will include IVGID Purchase Order Number 22-0037.

2.0 OWNER'S RESPONSIBILITIES

Owner shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 Designate in writing a person to act as Owner's representative with respect to Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Consultant's Services for the Project.
- 2.2 Assist Consultant by placing at Consultant's disposal existing data, plans, reports and other information known to, in possession of, or under control of Owner which are relevant to the execution of Consultant's duties on the Project. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.0 PERIODS OF SERVICE

- 3.1 **General.** The provisions of Section 3 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained herein. Consultant's obligation to render Services hereunder will extend for a period which may reasonably be required for the performance of Consultant's Services and required extensions thereto.

The Project timeframe is July 1, 2021- June 30, 2022.

- 3.2 Consultant agrees to exercise diligence in the performance of its Services consistent with the agreed upon schedule, which is based upon an anticipated completion date of no later than 6/30/2022, subject, however, to the exercise of the generally accepted standard of care for performance of Services.

4.0 PAYMENT TO CONSULTANT

- 4.1 **Methods of Payment for Services and Expenses of Consultant**

Compensation Terms Defined

"Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to subconsultants or subconsultant costs, transportation and subsistence incidental thereto, obtaining bids or proposals from Consultant(s), toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. In addition, Reimbursable Expenses will also include expenses incurred for main frame computer time and other highly specialized equipment, including photographic production.

Basis and Amount of Compensation for Basic Services. Compensation shall be as indicated in Attachment A, with a total amount of **Forty Thousand Dollars (\$40,000.00)**, to be billed as indicated in Attachment A. In no event shall compensation for any Activity identified in Attachment A exceed the amount set forth in the attachment. This not to exceed amount shall include Reimbursable Expenses, and Consultant shall not request or receive any additional payments for such expenses.

- 4.2 **Basis and Amount of Compensation for Additional Services**

Compensation for Additional Services shall be on the basis agreed upon at the time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

4.3 Intervals of Payments

Payments to Consultant for all Services rendered and shall be made quarterly by Owner. Consultant's invoices will be submitted once every quarter and will be based upon total Services completed at the time of billing. Payment schedule is outlined in Attachment A. Owner shall make prompt payments in response to Consultant's invoices. Invoices shall be sent to invoices@ivgid.org with a copy sent to RLR@ivgid.org.

4.4 Other Provisions Concerning Payments

If Owner fails to make any payment due Consultant for Services within 30 days after receipt of Consultant's statement, the amounts due Consultant will be increased at the rate of one percent (1%) per month from date of Owner's receipt of invoice.

If the Project is suspended or abandoned in whole or in part for more than 90 days, Consultant shall be compensated for all Services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due.

If any items in any invoices submitted by Consultant are disputed by Owner for any reason, including the lack of supporting documentation, Owner may temporarily delete the disputed item and pay the remaining amount of the invoice. Owner shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After any dispute has been settled, Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

5.0 GENERAL CONSIDERATIONS

5.1 Termination

This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by Owner for its convenience.

Upon any termination, Consultant shall (1) promptly discontinue all Services affected (unless a termination notice from Owner directs otherwise); and (2) deliver or otherwise make available to Owner upon full payment for Services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement, whether such materials are completed or in process. All payments due Consultant at termination shall be made by Owner.

5.2 Ownership of Documents

The original documents, plans, electronic files, studies or reports prepared under this Agreement (collectively "Work Product"), for which the Owner pays compensation to the Consultant, except for working notes and internal documents, shall become and remain the property of the Owner, and upon payment of said compensation, shall be surrendered to the Owner upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the Owner. All deliverables in Attachment A shall be provided to Owner regardless of whether requested by Owner. The Consultant may retain copies of said Work Product in their files, but such Work Product shall not be released to any other party or reused by the Consultant without the express written consent of the Owner. Reuse of any of these drawings, specifications or other work products of the Consultant by the Owner for other than the specific project covered in this Agreement without the written permission of the Consultant shall be at the Owner's risk, provided that the Consultant shall not be liable for any claims or damages arising out of such unauthorized reuse by the Owner or by other's actions through the Owner. Notwithstanding the foregoing, Owner acknowledges that Consultant owns and retains all right, title and interest in any and all proprietary know-how and methodologies used by Consultant in creating the Work Product or in otherwise providing the Services.

5.3 Insurance

Commercial Insurance: Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors. Consultant shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Consultant shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to owner in the event of material change, termination or non-renewal by either Consultant or carrier.

General Liability: Consultant shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Consultant or any Subcontractor by Owner; and in view of NRS 616.280 and 617.210 requiring that Consultant comply with the provisions of Chapters 616 and 617 of NRS, Consultant shall, before commencing work under the provisions of this Agreement, furnish to Owner a Certificate of Insurance from an admitted insurance company in the State of Nevada.

5.4 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada. Consultant hereby submits to the jurisdiction of the courts of the State of Nevada.

5.5 Successors and Assigns

The Parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by this section 5.5, their assigns, to the terms, conditions, and covenants of this Agreement.

Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent professional associates, subconsultants, and consultants as Consultant may deem appropriate to assist in the performance of Services.

Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.6 Dispute Resolution

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Section 5.6 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Consultant are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Consultant reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Consultant shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Consultant fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Consultant may then initiate judicial proceedings by filing suit. Owner and Consultant will share the cost of mediation equally unless agreed otherwise.

5.7 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

5.8 Indemnification and Legal Fees

Consultant agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of Owner from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of Consultant in the breach of performance of the contract. If the insurer by which the Consultant is insured against professional liability does not so defend Owner and the employees, officers and agents of Owner and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to Owner by the Consultant in an amount which is proportionate to the liability of the design Consultant. As used in this section, "agents" means those persons who are directly involved in and acting on behalf of Owner or Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, defend (at Owner's option), and hold harmless Owner, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of Consultant (or Sub-contractor, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of Owner.

The obligations of each indemnifying party hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. The indemnification shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to the indemnifying party. If the liability is asserted by an employee of an indemnifying party, the indemnification herein is not limited to damages, compensation or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts or other employee benefit acts. Each indemnifying party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified hereunder. Either party may set off any of its rights under this subsection against any consideration it provides under this agreement. The

obligations to indemnify and save harmless herein survive the expiration or termination of this Agreement.

The prevailing party in any litigation between Owner and Consultant regarding this Agreement shall be entitled to recover its reasonable attorneys' fees and costs. The hourly rate for such fees shall not exceed the rate paid by Owner.

5.9 Limited Liability

Neither Consultant nor Owner 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. Owner will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

5.10 Publicity

Owner agrees that Consultant may reference the Services in external and internal communications including, without limitation, on Consultant's website.

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

5.12 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless approved by both parties in a written amendment to this Agreement. Such amendment shall be authorized and signed in the same manner as this Agreement.

5.13 Licenses

Consultant shall have a Washoe County business license, and all appropriate Consultant's licenses and certifications for the services to be performed.

5.14 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

5.15 Waiver


One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

5.16 Extent of Agreement

This Agreement, including all Attachments, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Consultant's services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

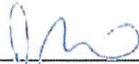
OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

By: 

Brad B. Underwood, P. E.
Director of Public Works

7/21/21
Date

Reviewed as to Form:

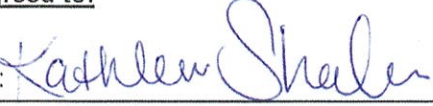


Joshua Nelson
District General Counsel

July 20, 2021
Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

CONTRACTOR:
CLEAN TAHOE PROGRAM
Agreed to:

By: 

Signature of Authorized Agent
Kathleen Sheehan

Print or Type Name and Title
7/21/21
Date

If Contractor is a corporation, attach evidence of authority to sign.

Contractor's address for giving notice:
CLEAN TAHOE PROGRAM
Attn: Katie Sheenan, Executive Director
2074 Lake Tahoe Blvd., Suite 6
South Lake Tahoe, California 95610

**ATTACHMENT A TO
PROFESSIONAL SERVICES AGREEMENT
DATED MAY 13, 2021**

Clean Tahoe shall serve the Incline Village General Improvement District portion of the Tahoe Basin by providing the following services:

Scope of Work / Project Description

Clean Tahoe will provide Incline Village General Improvement District (IVGID) with contract field customer service and code enforcement of IVGID's Solid Waste Ordinance No. 1. Clean Tahoe will provide services to the communities of Incline Village and Crystal Bay in Washoe County, Nevada. Clean Tahoe shall provide an average of 10 hours of services per week.

1. Scope of Services

Clean Tahoe shall serve IVGID by providing the following services:

Task 1

- A. Maintain centralized trash reporting phone and email portals.
- B. Through the Clean Tahoe phone and email report portals, respond to District residents' requests of trash spills and Ordinance 1 violations. Clean up the spill and/or contact property owners to clean up the spill. Clean Tahoe shall respond to resident requests within 24 hours.
- C. At least weekly, Clean Tahoe shall review and response to snapshot violation reports from the Owner's solid waste service provider.
- D. Document all trash issues, issue/post courtesy notices and zero tolerance specification sheets to property owners where Ordinance 1 violations are found. Properties will be re-inspected within 10 days. If the problem still exists after 20 days, Clean Tahoe will refer the property to IVGID Public Works.
- E. Copies of such notices shall be provided to IVGID Public Works staff.
- F. Maintain logs of on-call responses, inspections, and violations in Excel database and electronic records, including scans, photos, and spreadsheets. Provide such logs to Owner without charge upon request. Clean Tahoe's hours of operation are 7 a.m. to 3:30 p.m., Monday to Friday. Additional service hours on Saturday TBD as pilot schedule is established.

Task 2

- A. At least weekly, visually inspect town centers and neighborhoods identified by Owner or Consultant as "hot spots" to inspect solid waste containers for compliance with District Solid

Waste Ordinance No. 1. Conduct random and requested site inspections of commercial equipment; inspect solid waste containers for functional operation.

- B. Clean Tahoe will notify the Owner's solid waste service provider and IVGID of any problems, damage, malfunctions, or necessary repairs for solid waste containers.

Task 3

- A. Coordinates with IVGID Public Works to provide in-field solid waste education of IVGID Public Work's Bear Smart program in the community.
- B. Provide one presentation to IVGID Board on the progress of Consultant's Services.

2. Deliverables

The following are the deliverables for each respective task:

- Monthly, quarterly and annual status reports on Tasks 1- 3.
- Critical site issues identified in Tasks 1- 3 will be referred to IVGID Public Works ASAP.
- Task 3 as needed.

3. Payments

An itemized invoice and cost report will be required as proper documentation and verification that Clean Tahoe, Inc., has satisfactorily completed the work for which compensation is sought.

Invoices shall be issued 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 July through September is due by October 31st.
- The invoice for the period October through December is due by January 31st of the following year.
- The invoice for the period of January through March shall be due by April 30th
- The invoice for April through June is due by July 31st.

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 IVGID Contract Administrator within thirty (30) days of the end of the time period covered by the corresponding invoice. Invoices will not be paid until IVGID has received the cost report for the same period. Cost reports should be supported by time accounting records, records of service calls, records of customer interactions, 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 shall be emailed to AP@ivgid.org with a copy to RLR@ivgid.org.

**AMENDMENT NO. 1
TO SHORT FORM AGREEMENT DATED MAY 13, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CLEAN TAHOE, INC.**

This Amendment No. 1 to the Short Form Agreement dated May 13, 2021 ("Amendment") is made and entered into as of June 10, 2022 by and between the Incline Village General Improvement District ("District") and Clean Tahoe, Inc., a California corporation ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

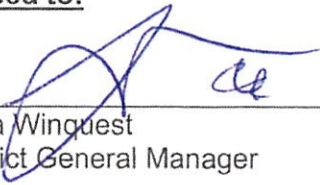
- A. **Original Agreement.** On May 13, 2021, the Parties have entered into a Short Form Agreement for contract field enforcement of IVGID's Solid Waste Ordinance 1 ("Original Agreement"), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend the Original Agreement's Period of Service for an additional year.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. **Compensation:** Amount of Compensation for this Amendment will be Forty Thousand Dollars (\$40,000), to be billed in quarterly payments of \$10,000 each; with payment to Contractor per Article 4 of the Original Agreement.
- 3. **Continuing Effect of Agreement.** All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
- 4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. **Severability.** If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

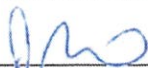
By: 

Indra Wingquest
District General Manager

6/29/22

Date

Reviewed as to Form:



Joshua Nelson
District General Counsel

June 10, 2022

Date

CONTRACTOR:
CLEAN TAHOE, INC.
Agreed to:

By: 

Signature of Authorized Agent
Kathleen Sheehan executive Director

Print or Type Name and Title
June 27, 2022

Date

If Contractor is a corporation, attach
evidence of authority to sign.

G. CONSENT CALENDAR (for possible action)

- G.1. SUBJECT: Award a Procurement Contract for Replacement Flooring Material – 2021/2022 Capital Improvement Project: Fund: Community Services; Division: Ski; Project # 3499BD1710; Vendor: Town and Country Flooring in the amount of \$71,207 (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)**
- G.2. SUBJECT: Authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program and approve Amendment 1 with Clean Tahoe, to continue the “Clean Tahoe Multi-Jurisdictional Program” for FY 2022-23 (Requesting Staff Member: Director of Public Works Brad Underwood)**
- G.3. SUBJECT: Approval of Appraisal for Sale of 6,860 Square Feet Potential Class 6 Land Coverage for the Tahoe Forest Hospital District and execute sale of this coverage out of the Nevada State Division of Lands Bank (Requesting Staff Member: Director of Public Works Brad Underwood)**

Trustee Tonking made a motion to approve the Consent Calendar. Trustee Schmitz seconded the motion. Hearing no comments, Board Chairman Callicrate called the question and the motion was passed unanimously.

**AMENDMENT NO. 2
TO SHORT FORM AGREEMENT DATED MAY 13, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CLEAN TAHOE, INC.**

This Amendment No. 2 to the Short Form Agreement dated May 13, 2021 (“Amendment”) is made and entered into as of April 27, 2023 by and between the Incline Village General Improvement District (“District”) and Clean Tahoe, Inc., a California corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On May 13, 2021, the Parties have entered into a Short Form Agreement for contract field enforcement of IVGID’s Solid Waste Ordinance 1, and amended by a previous instrument dated June 10, 2022 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend the Original Agreement’s Period of Service for an additional year.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. **Compensation:** Amount of Compensation for this Amendment will be Forty Thousand Dollars (\$40,000), to be billed in quarterly payments of \$10,000 each; with payment to Contractor per Article 4 of the Original Agreement.
- 3. **Continuing Effect of Agreement.** All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term “Agreement” appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
 - a. This contract will be effective July 1, 2023 to June 30, 2024.
- 4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. **Severability.** If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

By: _____
Indra Winqest
District General Manager


Date

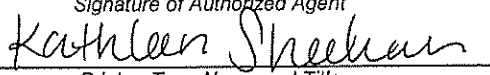
Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

CONTRACTOR:
CLEAN TAHOE, INC.
Agreed to:

By: 

Signature of Authorized Agent


Print or Type Name and Title
4/4/23

Date

If Contractor is a corporation, attach evidence of authority to sign.

**CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM
MEMORANDUM OF UNDERSTANDING
FY 2023-24**

This memorandum of understanding commemorates the various agreements and commitments between the following parties in support of the Clean Tahoe Multi-Jurisdictional Program:

- Clean Tahoe Program ("Clean Tahoe"), a California nonprofit corporation;
- Placer County ("Placer"), a political subdivision of the State of California;
- Town of Truckee ("Truckee"), a political subdivision of the State of California;
- Incline Village General Improvement District ("IVGID"), a political subdivision of the State of Nevada;
- Washoe County ("Washoe"), a political subdivision of the State of Nevada; and
- Nevada Department of Transportation ("NDOT") an agency of the State of Nevada..

Placer, Truckee, IVGID, Washoe, NDOT, Parks, and CTC are collectively referred to herein as the "Funding Partners." Clean Tahoe and Funding Partners are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Clean Tahoe is a nonprofit corporation, whose mission includes fostering public-private partnerships and resources for supporting litter and garbage management services in the Lake Tahoe Basin and surrounding areas; and

WHEREAS, all Funding Partners wish to enhance litter and garbage abatement and reduce the negative effects of such litter and garbage in their respective communities; and

WHEREAS, all Funding Partners recognize the advantage of a joint and coordinated effort to address litter and garbage abatement and recognize Clean Tahoe's success in providing these services in the South Lake Tahoe area; and

WHEREAS, each Funding Partner has a separate Agreement with Clean Tahoe for litter abatement and garbage services, each with specific services, terms, conditions, and compensation schedule; and

WHEREAS, this Memorandum of Understanding ("MOU") summarizes the various commitments of the Funding Partners and is not meant as a standalone agreement related to those services and funding, but rather as a commitment to the coordinated program and summary of the Funding Partners' individual commitments. As such, the funding partners may make changes to their service levels and funding amounts in their respective jurisdictions without need to amend this MOU. Any changes to a Funding Partner Agreement will need to be mutually agreed upon between the Funding Partner and Clean Tahoe.

WHEREAS, the dissolution or winding up of the pilot occurs its assets remaining after payment or provision of payment, of all debts and liabilities of the program, shall be distributed to Placer County, Nevada Department of Transportation, Washoe County, Incline Village Improvement District, and Town of Truckee, on a pro rata basis to the extent each entity has contributed to said program.

CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM

I. PLACER COUNTY

Placer agrees to provide funding in the amount of **\$154,500** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$38,625	\$38,625	\$38,625	\$38,625

II. TOWN OF TRUCKEE

The Town of Truckee agrees to provide Truckee funds in the amount of **\$40,000** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

III. INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

IVGID agrees to provide IVGID funds in the amount of **\$40,000** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

IV. WASHOE COUNTY

Washoe County agrees to provide Washoe funds in the amount of **\$40,000** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

V. NEVADA DEPARTMENT OF TRANSPORTATION

NDOT agrees to provide NDOT funds in the amount of **\$100,000** for FY 2023-24 payable and due to Clean Tahoe as follows:

Date due:	7/1/23	10/1/23	1/1/24	4/1/24
Amount:	\$25,000	\$25,000	\$25,000	\$25,000

In recognition of this joint commitment, the Parties to this Agreement sign below.

Kathleen Sheehan Kathleen Sheehan

[NAME]
On behalf of the Clean Tahoe Program

3/31/23
Date

[NAME]
On behalf of the County of Placer

Date

[NAME]
On behalf of the Town of Truckee

Date

[NAME]
On behalf of the Incline Village General Improvement District

Date

[NAME]
On behalf of the County of Washoe

Date

[NAME]
On behalf of the Nevada Department of Transportation

Date

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest, District General Manager

FROM: Paul Raymore, Marketing Director, Mike Gove, Director of IT/IS

SUBJECT: Review, discuss and possibly authorize the District's General Manager to execute Change Order 01 to the Letter of Agreement with KPS3 for Professional Services to redesign and redevelop the District's YourTahoePlace.com website (Phase 2 of the District's website redesign project) for a one-time cost of \$38,524.
(Requesting Staff Members: Marketing Manager Paul Raymore and Director of Information Technology Mike Gove)

**RELATED STRATEGIC
PLAN BUDGET
INITIATIVE(S):**

Long Range Principle #5 – Assets and Infrastructure - The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Comply with regulatory requirements, industry standards, and District policies.
- Leverage technology and employee training to secure District assets digitally and physically.
- Long-term initiative #6: Ensure digital safeguards are in place for District
- technology infrastructure.

Long Range Principle #6 – Communication - The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

- Maintain, expand and enhance the District's communications infrastructure to meet the evolving needs and desires of the parcel owners and customers utilizing current industry best practices.
- Ensure internal and external communication are responsive, comprehensive and inclusive.
- Long-term initiative #1: Continue to implement best practices for sharing information with the public including but not limited to the Districts websites, IVGID quarterly magazine, email communication, public outreach, special events, social media platforms and/or paid advertising platforms as appropriate.
- Budgeted Initiative D for 2021-2023: Update and enhance the District's public facing websites to bring in line with current industry best practices for data security, responsive design, and user experience.

DATE: May 10, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize the District's General Manager to execute Change Order 01 to the Letter of Agreement with KPS3 for Professional Services to redesign and redevelop the District's YourTahoePlace.com website (Phase 2 of the District's website redesign project) for a one-time cost of \$38,524.

II. BACKGROUND

At the May 11, 2022 board meeting, the Board of Trustees authorized Staff to move forward with CIP Project # 4999OE1399, utilizing vendor KPS3 to upgrade the content management system (CMS) platform powering the District's websites, and rebuild the DiamondPeak.com website on this new CMS platform. This project was Phase 1 of the District's plan for redesigning and rebuilding both District websites including DiamondPeak.com and YourTahoePlace.com.

Phase 1 was completed in January 2023, with the successful launch of the new DiamondPeak.com website in December 2022, and the subsequent testing and

debugging process being fully completed in January 2023.

It is now time to move on to Phase 2 of the project, which will redesign and rebuild the YourTahoePlace.com website on the new WordPress Multisite CMS platform that was created during Phase 1.

At this time, the YourTahoePlace.com website is over eight (8) years old and is in need of major upgrades in order to continue to meet the District's communications and security needs going forward. The scheduled redesign/redevelopment project is desired in order to remain current with Internet technology standards and maintain our primary online objectives: build brand identity, awareness, and interest in the District and the services it provides.

New features built into the recommended content management system platform will give residents and stakeholders better search functionality to make finding the information they are looking for faster and easier, will provide a more visually appealing website experience and better mobile device compatibility, will meet new standards for ADA compliance and data privacy regulations, and will offer enhanced analytics data.

KPS3 is the District's current website development and support vendor, and has been supporting the District's online content management system platform since being awarded the contract to upgrade the District's websites during the 2013/2014 fiscal year. During that time, they have built and supported a number of custom modules, including the current Online Jobs & Job Applications module, the Diamond Peak automated Conditions page and snow emails module, the IVGID Picture Pass Holder rates module, and others. KPS3 is a Reno-based Marketing + Public Relations + Digital Agency with over 23 years of experience working with clients similar to the District.

Current Content Management System (CMS) platform

A CMS, short for content management system, is a software application that allows users to build and manage a website without having to code it from scratch, or know how to code at all.

The YourTahoePlace.com website currently runs on an outdated version of the ExpressionEngine CMS – version 2.10 to be precise. The most recent version of ExpressionEngine is version 6.

ExpressionEngine 2 was officially “retired” by the developer of the software in 2017 (i.e. since that time, feature updates and security patches are no longer being published).

The outdated CMS makes our websites more vulnerable to security risks detailed in KPS3's “Website Infrastructure Review” document, makes it impossible to upgrade our website hosting server to the latest technology and security functionality, and requires continual investment of time and money into reactive maintenance provided by KPS3.

Recommended Content Management System (CMS) platform

The development team at KPS3 has built the WordPress Multisite CMS platform currently running the DiamondPeak.com website specifically to be able to support the YourTahoePlace.com website as well. The WordPress Multisite CMS platform is currently used by approximately 60% of all CMS websites globally. This platform will allow the District to perform incremental CMS upgrades going forward instead of budgeting for a large redesign/redevelopment expense every five (5) years, as has been the practice in the past.

The new WordPress CMS platform will also allow KPS3 to leverage the huge number of plug-and-play tools and modules available on the WordPress platform – cutting down on the custom development costs required for future feature upgrades.

III. BID RESULTS

The proposed purchase is exempt from competitive bidding requirements under NRS 332.115, as a sole source purchase for software for computers (NRS 332.115 subsection 1.h) and professional services (NRS 332.115 subsection 1.b). Therefore, Staff did not seek competitive bids. Although a formal RFP was not presented, Staff did extensive research on viable software providers/developers that could provide the functionality and ongoing support desired for the District's website infrastructure needs and determined the proposed solution met or exceeded said needs.

IV. FINANCIAL IMPACT AND BUDGET

Funding totaling \$40,000 is included in the FY2022/23 budget for Phase 2 of the District's Website Redesign Project - which will support completion of the YourTahoePlace.com rebuild - split between the General Fund (\$10,000), Utility Fund (\$10,000) and Community Services Admin Fund (\$20,000), which reflects the multiple stakeholders in the YourTahoePlace.com website.

Phase 1 of the Website Redesign Project was wrapped up in January of 2023 for a total cost of \$79,990 (CIP Project # 4999OE1399).

Implementation of the proposed redesign and redevelopment of the YourTahoePlace.com website would require up-front implementation costs of \$38,524.

Description	Amount
Multisite Setup	\$3,325.00
User Experience & Design	\$7,875.00
Web Development	\$13,499.00
Content Population and QA	\$10,237.50

SEO & Analytics Setup	\$3,587.50
TOTAL	\$38,524.00

V. ALTERNATIVES

Not authorize Staff to enter into a website redesign and redevelopment agreement with KPS3, and continue using the currently outdated content management system platform, realizing that doing so will leave the District vulnerable to security risks including data breaches, loss of data, hosting outages/website downtime, and other potential business interruptions.

VI. COMMENTS

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. Change Order 1 - KPS3 Website Rebuild (bbk 5.1.23)-c1
2. KPS3 - IVGID - Letter of Agreement
3. YourTahoePlace website rebuild - updated Scope Of Work - 3-9-2023
4. IVGID Website Infrastructure Review by KPS3

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Review, discuss and authorize the District's General Manager to execute Change Order 01 to the Letter of Agreement with KPS3 for Professional Services to redesign and redevelop the District's YourTahoePlace.com website (Phase 2 of the District's website redesign project) for a one-time cost of \$38,524.

CHANGE ORDER 01

Letter of Agreement with KPS3 for Professional Services

Date of Issuance: May 10, 2023

Contract Date: July 12, 2022

OWNER:

Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, Nevada 89451

CONTRACTOR:

KPS3, a Nevada domestic corporation
500 Ryland #300
Reno, Nevada 89502

The Parties hereby agree to the following changes to the Professional Services Master Agreement dated July 12, 2022:

Description:

Updated Statement of Work to build and launch the updated Your Tahoe Place website, as further described by Exhibit A to this Change Order, and increased contract price of \$38,524.00.

Reason for Change Order:

When the Parties executed the July 12, 2022 Professional Services Master Agreement for branding, web, media, and marketing services, a rebuild of the Your Tahoe Place website was specifically excluded from the Statement of Work at that time. Upon the successful launch of the Diamond Peak website by KPS3, the Parties agreed to an updated Statement of Work that includes the Your Tahoe Place website rebuild, using the same framework and strategies developed by KPS3 for the Diamond Peak website. The anticipated cost for the options selected by the District's staff totals \$38,524, which fits within the \$40,000 that staff previously budgeted for this aspect of the work to be completed by KPS3. In accordance with Article II, Section G of the July 12, 2022 Agreement, staff requests approval of this Change Order to allocate an additional \$38,524 to KPS3 for completion of the work contemplated in Exhibit A to this Change Order.

Attachments (List of documents supporting this change):

Exhibit A - New Statement of Work for Your Tahoe Place website rebuild and launch, dated March 9, 2023

Change in Contract Price:	
Original Contract Price:	
\$79,990.00	
Net Increase/Decrease of this Change Order:	
\$38,524.00	
Contract Price with All Approved Change Orders:	
\$118,514.00	

APPROVALS:

RECOMMENDED:

By: _____
PROJECT MANAGER (Authorized Signature) Date

ACCEPTED:

By: _____
KPS3 (Authorized Signature) Date

APPROVED:

By: _____
OWNER (Authorized Signature) Date



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Letter of Agreement Between "Incline Village General Improvement District" and KPS3 for Services

THIS AGREEMENT is made this 12 day of July 2022, hereinafter referred to as "Effective Date", between **Incline Village General Improvement District**, hereinafter referred to as "Client", and KPS3, a Nevada domestic corporation providing services as an independent contractor, hereinafter referred to as "Agency". Client and Agency are hereinafter collectively referred to as the "Parties."

WHEREAS, Client desires to engage the services of the Agency for branding, web, media and marketing services; and,

WHEREAS, Agency is in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for the good and valuable consideration, the Parties, hereto, intending to be legally bound, agree to the following terms:

I. SERVICES TO BE PROVIDED BY AGENCY:

- A. Agency will provide the services as requested by Client, within the scope of Agency's services, and as more particularly described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. Services and deliverables which may be included in the services of the Agency for the Client during the term of this Agreement include, but are not limited to:
- Account Management
 - Creative Concepts
 - Marketing Planning/Strategy
 - Promotions
 - Website Updates
 - Web Content and SEO
 - Media Planning and Buying
 - Public Relations
 - Social Media
 - Design Services
 - Asset Development (photo/video)
 - Campaign Management, Tracking, Planning and Reporting
- B. Agency will not be authorized to enter into contracts with third parties, for example, market research firms, to effectuate the purposes of this Agreement for tasks and services without prior written authorization by Client.
- C. Agency will not enter into any contractual agreement with any of Client's competitors or detractors identified by Client within their service areas, without prior written approval of Client.



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- D. Agency shall provide services to Client in a timely manner, and Client shall in good faith when feasible, provide adequate notice for projects or issues requiring Agency's services.
- E. Agency shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada, and consistent with all applicable laws. Agency represents that it, and its employees and subcontractors, have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement.
- F. Agency shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Agency shall make such records available to the Client for inspection, audit, examination, reproduction, and copying at Agency's offices at all reasonable times. However, if requested, Agency shall furnish copies of said records at its expense to the Client, within seven (7) business days of the request.
- G. If any action or proceeding is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party, including all reasonable fees and costs incurred prelitigation, during litigation, on appeal, or during execution upon a judgment
- H. Agency shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement, without the written consent of the Client, which may be withheld for any reason. This Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the parties.
- I. To the same extent and under the same conditions as Agency, Agency shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Agency's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for the Client to terminate this Agreement immediately, without the otherwise applicable notice period.



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II. STATEMENTS OF WORK

- A. Statement of Work ("SOW") means a written description executed and delivered by both parties describing certain services the Agency is to provide (a "project"), the deliverables, and the professional fees, expenses, and other consideration that Client is to pay for such services. A separate written SOW shall be prepared and executed by Agency and Client for each project covered by this Agreement. Each SOW shall contain recitations of the Project: description; objectives; scope – including a description of out of scope activities; methodology (approach/activities); deliverables; a project estimate (for time and materials) or project cost (for fixed price projects) and authorized expenses, and a statement of assumptions that, if inaccurate, would alter one or more of the other parts of the SOW.
- B. This Agreement is a master agreement. It imposes no liability or obligations on either party unless and until both parties execute and deliver a SOW. Each SOW is deemed to incorporate by reference the terms, conditions and provisions of this Agreement as fully as if they were set forth in the SOW in their entirety and shall contain such additional terms, conditions and provisions as Agency and Client mutually agree in writing. In the event of a conflict between the language of this Agreement and any SOW, the language of this Agreement governs except to the extent that specific language of a SOW expressly states that it supersedes language of this Agreement. Each SOW executed under this Agreement is deemed a separate and independent agreement between the parties.
- C. This Agreement may be amended only by a written instrument duly executed by the parties. Absent any such written and signed amendment, no quote, purchase order, invoice or similar document shall modify the terms of this Agreement even if accepted by the receiving party.
- D. During the term of this Agreement, Agency shall charge the professional fees for its services set forth in each SOW. In addition to those professional fees, Client shall also be liable to reimburse Agency all third-party costs to be incurred by Agency for Client's benefit under the applicable SOW and as agreed to in writing by the parties.
- E. Client shall also be responsible for and shall pay any applicable sales, use or other taxes or duties, tariffs or the like applicable to any Project.
- F. Client acknowledges that Agency may, without liability to Client, withhold any Deliverable and suspend Client's access to any service or product if Client is in default of its payment obligations to Agency under this Agreement or any SOW and that the affected Project Schedule(s) shall be adjusted accordingly.



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- G. A SOW may be changed only by a change order mutually executed and delivered by the parties ("Change Order"). Change Orders shall be issued if the anticipated costs and expenses for a Project exceed the estimate contained in the SOW for the Project and in any of the following instances:
1. for mutually agreed changes in the requirements in the SOW, including those that materially alter (i) the functionality, performance standards, or technical environment of the services or Deliverables, (ii) the scope of the Project or the Project Schedule, or (iii) the manner in which the services or Deliverables are provided;
 2. if assumptions stated in the SOW prove to be false;
 3. if issues that Agency did not know of and did not have a commercially reasonable basis for knowing at the time it executed the SOW impact the required effort; or
 4. if acts or omissions of Client impact the Project Schedule, the Deliverables, or the required effort.

III. AGENCY COMPENSATION AND CHARGES

- A. This Agreement has a not-to-exceed budget amount of \$79,990.00 unless written approval for additional compensation is approved in writing by the Client's General Manager or an employee of client who is authorized to approve agreements. Costs for various projects under this Agreement will be estimated using project-based work fees. The Agency will estimate each project specifically and provide Authorizations to the Client for approval with each new Scope of Work and not begin work until both parties have signed the Authorizations.
- B. Client shall pay Agency the fees under the terms delineated in this Letter of Agreement. Should Agency have to bring an action against Client to enforce the payment or other obligations of said client, the client will be responsible for all costs and the reasonable attorney fees incurred by Agency in bringing such action.
- C. Additional charges for work and materials completed by third parties external to the Agency, in the execution of services covered by the Agreement, will be billed to the Client according to the terms outlined in this Agreement.

IV. BILLING AND PAYMENT:

- A. Agency shall bill Client on Agency's standard invoice forms, which shall include a detailed description of the invoiced services, in conformity with agreed upon schedule of fees and charges represented by this Agreement:
1. Direct Costs: Agency will bill, and Client shall pay Agency the necessary direct costs of the purchased services and goods involved in the execution of projects that may be approved by the Client.



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2. Agency will bill in progress at the end of each month unless otherwise agreed upon. Then upon completion of the project Agency will bill the project in full as a final bill. If Client halts the project before it is completed, Agency will invoice Client for the work completed through the date of termination. Additionally, if project is halted and Client has prepaid any portion of the project fee, any balance remaining after final costs have been reconciled will be refunded to the Client along with any working files, code and assets completed to that point.
 3. For media buying, Agency will bill Client in advance of placement and prior to the media running.
- B. If the scope of the activity within any defined stage of the project increases, Agency shall provide a written change order or re-estimate of revised projected hours and related incremental fees for Client approval prior to beginning work on any aspect of the additional work.
 - C. Client agrees to pay Agency's billings within thirty (30) days of receipt of the invoice. All invoices not paid within forty-five (45) days from receipt of invoice shall bear interest at the rate of 1.5 percent per month (18 percent per annum) on the balance remaining unpaid, beginning at 45 days after receipt of the invoice.
 - D. Upon receipt of final payment to Agency, Agency will release, and Client shall assume, all rights of reproduction of the work for Client's own use. Client is not permitted to resell the work to a third party or for Client to profit from it in any way from a third party's use of the work without advance written permission from KPS3. This includes but is not limited to access to native artwork and native code and source files.

V. PRIOR APPROVAL OF CLIENT

Agency agrees not to incur any liabilities on behalf of the Client without first obtaining the approval of Client's designated representative. Agency agrees to provide, upon request of Client, estimations of the costs of proposed services to be completed by Agency for the Client. Prior to the completion of any additional or new proposed communications or issues management project not referenced in this Letter of Agreement, Agency agrees to provide Client with the proposed project scope and estimate, and related information for the Client's review and approval. Approval or disapproval shall be indicated by the signature of Client's designated representative on the proposed project authorization.



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VI. RESPONSIBILITY NOTICE AND THIRD-PARTY SOFTWARE

- A. Agency may use third-party software to create, enhance, or accomplish goals set forth by the Client. Agency will notify the Client of any services used that are not custom built or that are maintained by a third-party source (such as analytics, tracking, or other web software). Agency is not responsible for any costs or changes that are a result of the third-party vendor modifying, removing, updating or upgrading their services. Should third party changes impact work done by the Agency for the Client, the Agency can provide the Client a separate SOW to remedy the items in question.
- B. All files provided by the Agency are as-is. Agency is not responsible for any damage to assets by the Client or a Client-approved vendor. Agency is not responsible for having further backups of the files should the initial ones become unusable.
- C. Agency is not responsible for hosting or any external server costs or monitoring software not outlined and approved in the SOW. Agency can provide separate costs for these services as needed.

VII. DURATION, TERMS AND TERMINATION, INTERPRETATION

- A. This Agreement shall become effective on the Effective Date and shall continue until either party terminates this Agreement.
- B. Either party may terminate this Agreement with or without cause, at any time by giving the other Party thirty (30) days' prior written notice. Upon receipt of such written notice of termination, Agency shall not, except with Client's prior written approval, commence work on any new projects or assignments.
- C. Upon termination of this Agreement, Agency shall assign to Client all of its rights in contracts, agreements, arrangements or other transactions made with third parties for the Client's account, effective on the date of the Agreement termination, or on such other date as may be mutually agreed upon by the Parties.
- D. Upon termination of this Agreement, Agency shall, within a reasonable timeframe, and provided that all other invoices due to Agency are paid and up to date by Client, provide to Client all pertinent files, records, databases, art and graphic files, and other Client related projects and property that Agency completed, and which Client compensated Agency for during the term of this Agreement. Agency shall have the right to bill for reasonable time spent in de-archiving and compiling such files for Client.
- E. Upon final termination of this Agreement, Agency shall bill Client for all amounts not previously billed and due Agency at that time. Client shall pay all invoices for the work-in-progress within 30 days of the date of the invoice(s).



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- F. Any funds paid in advance by Client and not applied to services properly performed or approved shall be refunded to Client.
- G. This Agreement shall be interpreted in accordance with the laws of the State of Nevada. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Washoe County, State of Nevada.
- H. This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

VIII. CONFIDENTIAL INFORMATION:

- A. The obligations of the parties under this Section are in addition to, and not in derogation of, either party's obligations under any nondisclosure agreement or other agreement executed and delivered by either party relating to protecting the confidential or proprietary information of the other party, all of which are hereby ratified and affirmed.
- B. Each party shall retain in confidence all information and know-how transmitted to the other that the disclosing party has identified orally or in writing (including by e-mail notification) as being proprietary and/or confidential (including the terms of this Agreement) ("Confidential Information"), and shall make no use of Confidential Information except pursuant to this Agreement, using the same degree of care it uses to safeguard its own proprietary and confidential information but which shall not be less than reasonable care. Notwithstanding the foregoing: Confidential Information shall not include any information which is or becomes through no fault of the receiving party part of the public domain; which was known to the receiving party before the other party's disclosure to the receiving party under this Agreement; or which is lawfully obtained by the receiving party from a third party outside of this Agreement. Furthermore, the obligations of the parties shall not apply to information that is required by law to be disclosed, provided that to the extent practicable, the party required to disclose the Confidential Information gives notice to the other party and an adequate opportunity to seek appropriate legal relief to prevent such disclosure or limit its use or further disclosure.
- C. If there is any disclosure or use of such Confidential Information by a party's employees, agents or persons within its control, that party agrees to use reasonable efforts to enforce for the benefit of the other party, all rights provided by law and equity and to seek damages and protection from additional disclosure.



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- D. Each party agrees to protect and preserve any and all of the other party's property and information, including Confidential Information, supplied to it and shall return all such property and information, including all copies thereof, if any, to the other party upon termination of this Agreement, or sooner at the other party's request.
- E. Commercially reasonable security precautions will be taken to protect the integrity of the Projects and the security of the Confidential Information and other property by each party at its offices and other locations at which the other's property or Confidential Information are stored and in connection with the transmission or physical transportation of such property or information.
- F. The parties acknowledge that disclosure of any Confidential Information in violation of this Section could give rise to irreparable injury and that such injury may be inadequately compensable in damages. Accordingly, each party shall be entitled to obtain injunctive relief against the breach or threatened breach by the other party of its obligations under this Section and/or an order of specific performance without the requirement of posting bond. Such relief shall be in addition to, and not in limitation of, any other rights and remedies.
- G. The provisions of this Section shall survive the completion of the Agency's services and the termination of this Agreement for a period of three years.

IX. COMPLIANCE WITH THE LAW:

Agency and Client agree that all collection and use of information provided by or gathered from users of any Deliverable (the "User Information") shall be consistent with the parties' privacy policies disclosed to the users when the information is collected.

- A. If the services that Agency is to provide under this Agreement include the hosting of any website or Application, and it shall be Client's responsibility to deliver to Agency the Client's privacy policy, Client's terms of use applicable to the website or Application, and other required website or Application information, links for which shall be included in the website or Application. Agency shall comply with the privacy policy and terms of use with respect to the Application or website. Agency shall collect, use, share and deliver information about users in connection with the website or Application ("User Information") only as expressly directed by Client in writing, only on Client's behalf, and only for fulfilling its obligations to Client under this Agreement or any SOW. Agency shall not collect, use, share or deliver User Information for our own purposes.

User Information includes, without limitation, (i) any content or other materials supplied by a customer of, or visitor to, any website or Application or otherwise provided by such person in connection with the website or Application, (ii) all other associated information relating to customer, registration, and/or mailing lists (including without limitation, names, addresses, Email addresses, telephone numbers, and fax numbers), (iii) visitor profiles (if any), whether or not they include



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personally identifiable information, (iv) ordering information, credit card information, and all associated personally identifiable information, and (v) clickstream data, anonymous, or aggregate visitor data.

Whether the User Information originally is stored on Agency's Servers for later delivery to Client or stored directly to Client's Servers, without limiting the generality of Client's obligations under this Agreement, provided that Agency collects or uses the User Information as directed by Client under this Agreement and the applicable SOW, Client shall be solely responsible for ensuring that the User Information that it directs Agency to collect is collected and used in full compliance with all applicable international, federal, state and local laws relating to the collection of information from users, including, without limitation, these United States laws: the Gramm-Leach-Bliley Act, and the Health Insurance Portability and Accountability Act.

- B. If the services that Agency is to perform under this Agreement include delivering messages or content for Client ("full-service messaging," so-called), Agency's obligations shall be to deliver messages or content according to the criteria selected by Client and Client agrees that the messages or content provided to Agency shall not be deceptive, misleading, obscene, defamatory, illegal or unethical. Agency understands that Client may give Agency access to email addresses, telephone numbers, or other information needed to deliver messages or content to a recipient, names and other personal information regarding Client's users for use in providing the messaging and content delivery services and regarding Clients' users use of the delivered messages or content ("Contact Information"). Agency shall use the Contact Information only as expressly directed by Client in writing and only on Client's behalf.

Agency shall not collect, use, share or deliver any Contact Information for Agency's own purposes. Without limiting the generality of Client's obligations under this Agreement, Client agrees that, provided that Agency uses the Contact Information as directed by Client under this Agreement and the applicable SOW, Client shall be solely responsible for ensuring that the Contact Information that Client directs Agency to use in delivering messages or content is used in full compliance with all applicable international, national, federal, state and local laws relating to: the collection of User Information; the distribution of messages or content; privacy; obscenity; or defamation, including without limitation these US laws: the Communications Decency Act, the CAN-SPAM Act, and all laws requiring the disclosure of the true identity of a person sending email or telecommunications. Client further agrees that (i) all email addresses, telephone numbers, or other information need to deliver messages or content to a recipient that Client directs Agency to use in delivering messages or content will be confirmed "opt-in" Email addresses or contact information; and (ii) that without limiting the foregoing, Client will not send unsolicited messages or content (commonly known as "spam" or "junk").



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- C. Client will be the sole and exclusive owner of all User Information and Contact Information, which shall constitute Client's proprietary information. However, notwithstanding the preceding sentence or any other provision in this Agreement to the contrary, provided that the data is not linked to personally identifiable information Agency may use data derived from the use of any Application, website, or messaging or content delivery services only for (i) for Agency's reporting, measurement and analytic purposes consisting of compilation of aggregated statistics about the use of the Application, website, or messaging or content delivery services that may be provided to customers, potential customers and the general public, or (ii) with a view to improving any Deliverable, or (iii) to better understand how an Application, a website, or messaging or content is used, or (iv) to resolve technical problems or improve performance, and (v) if required by court order, law or governmental agency.
- D. Client agrees that its promotional and marketing activities relating to any service Agency provides under this Agreement, including any Client website whether or not developed by Agency, shall not be deceptive, misleading, obscene, defamatory, illegal or unethical.
- E. Agency agrees that it will make commercially reasonable efforts, consistent with those it takes for similar information for its own account, to maintain the security of the User Information and Contact Information.
- F. Agency is not currently engaged in, and during the duration of this Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Agency shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the Client pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Agency's non-compliance with this paragraph.
- G. Agency shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. As provided for in the indemnity obligations of this Agreement, Agency shall indemnify Client against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

X. INDEMNIFICATION

- A. Agency agrees to indemnify and hold harmless the Client and its respective officers, directors, shareholders, members, managers, partners, employees, accountants, attorneys, agents, affiliates, subsidiaries, and permitted successors and assigns (collectively, the "Indemnitees") from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and



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expenses (collectively, "Claims"), to the extent arising out of any breach of any warranty, representation, covenant, obligation or agreement made by Agency, provided that in no event shall the Agency be required to indemnify the Client to the extent of any Claim arising on account of the sole negligence or willful misconduct of any Indemnitee. The foregoing indemnity is conditioned upon (i) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (ii) the opportunity for reasonable selection of counsel and choice of litigation strategy by the indemnifying party; and (iii) such reasonable cooperation, at the indemnifying party's expense, by the indemnified party in the defense as the indemnifying party may request.

- B. Client agrees to defend the Agency against any claim or cause of action asserted or brought against the Agency that is based on a claim that Client Property infringes any patent, copyright, trademark, or other intellectual property right enforceable in the United States of America or that any Deliverable infringes any such right as a result of Client's written directions to the Agency in the course of the Agency's performance under this Agreement. Agency agrees to defend Client against any claim or cause of action asserted or brought against Agency that is based on a claim that any Deliverable, other than the Client Property included therein, infringes any patent, copyright, trademark, or other intellectual property right enforceable in the United States of America. In this Section, the Client Property or Deliverable alleged to be infringing is the "Infringing Material" and the claim or cause of action asserted or brought is the "Infringement Claim."

Notwithstanding any other term in this section, the Defending Party is not obligated to defend and will not be liable for costs or damages, any court awards or any settlement payments, for any Infringement Claim in which (a) the Defending Party prepared the Infringing Material according to the other party's specifications, (b) the alleged infringement is based on the Defended Party's use, without the Defending Party's express written permission, of the Infringing Material as licensed by the Defending Party in combination with anything the Defending Party did not sell or license to the Defended Party, where the alleged infringement arises from the combination or from the practice of a method made possible by the combination, or (c) the alleged infringement is based on property of the Defending Party as modified by or for the Defended Party by someone other than the Defending Party.

In the event that an Infringement Claim arises or is likely to arise, the Defending Party may at its option and with the Defended Party's consent which consent shall not be unreasonably withheld or delayed, (i) modify the Infringing Material at the Defending Party's own expense so that it is non-infringing, and in the case of a Deliverable, functionally equivalent; (ii) obtain for the Defended Party, at no cost to the Defended Party, sufficient rights to allow the Defended Party to use the Infringing Material in the manner contemplated by this Agreement and the relevant



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SOW; or (iii) substitute non-infringing material substantially similar to the material described in the SOW.

- C. The Client will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.
- D. Covenants contained in this Section shall continue in full force and effect notwithstanding the termination of this Agreement.

XI. FORCE MAJEURE

Except for payment obligations, neither party shall be liable for any failure to fulfill its obligations under this Agreement if such failure is occasioned by an act of war, domestic or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, fire, hurricane, flood or other extraordinary elements of nature or acts of God, strike or any cause beyond the nonperforming party's reasonable control not listed in this Section. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

XIII. INSURANCE COVERAGE

KPS3 maintains, and upon request agrees to provide proof of, the following limits of business liability and workers compensation insurance:

1. Commercial General Liability – Bodily injury, property damage and broad form contractual liability coverage
 - General Aggregate - \$2,000,000
 - Products – Completed Operations Aggregate - \$2,000,000
 - Personal and Advertising Injury - \$1,000,000
 - Each Occurrence - \$1,000,000
 - Automobile Liability – Per Incident - \$1,000,000
2. Workers Compensation and Employers' Liability - Statutory
 - Each Accident - \$1,000,000
 - Disease – Each Employee - \$1,000,000
 - Disease – Policy Limit - \$1,000,000
3. Professional Liability
 - Aggregate - \$2,000,000
 - Each Claim - \$1,000,000



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Agency will provide a Certificate of Insurance (COI) for client's review. Client will approve for work to move forward once the COI requirements have been met. If Agency's insurance limits are reduced for any reason, Agency will notify client 30 days in advance to ensure the new limits meet the requirements of client.

At this time, KPS3's current insurance broker is:

LP Insurance Services LLC
Dianne Fernandes
775.996.9000
dianne.fernandes@lpins.net

[SIGNATURE PAGE FOLLOWS]



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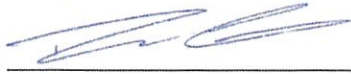
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Agency and Client warrant that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Agency or Client hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date named and written below.

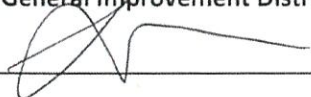
KPS3:

Signature: 

Name & Title: Rob Gaedtke, President & CEO

Date: 7/13/2022

Incline Village General Improvement District:

Signature: 

Name & Title: Indra S. Winquist, District General Manager

Date: July 18, 2022

Incline Village Improvement District

Your Tahoe Place Website

Attn: Paul Raymore

March 9, 2023



Bring Insights to Life.



Introduction

Following the launch of the new Diamond Peak website, we are looking ahead to continue our work in building a cohesive, digital presence that spans all of Incline Village's offerings. Our next area of focus is the Your Tahoe Place website. The new Your Tahoe Place website will utilize the WordPress multisite framework that we developed for diamondpeak.com which gave us a foundation for the continued addition of future websites:

- The Diamond Peak and Your Tahoe Place websites will share the same code base and template library for new initiatives.
- We will also have access to the Elementor component library developed for Diamond Peak, which will be used to build modular pages by mixing and matching components to meet the unique content needs of Your Tahoe Place.

Scope of Work

After the launch of the Diamond Peak website, KPS3 will leverage the same web design structure and development framework to build the Your Tahoe place website which will be built on the WordPress Multisite Content Management System. KPS3 will provide the following:

Multisite Setup

The Your Tahoe Place website will be built on the WordPress Multisite Content Management System. The Multisite framework will allow IVGID super admins to manage multiple sites from the same WordPress dashboard (including the Diamond Peak website).

Deliverables

- A new WordPress multisite instance
 - Duplicated frontend theme on the new site
 - Update all necessary WordPress site settings



Information Architecture, User Experience and Design

KPS3 will assess the current Your Tahoe Place website site map and user experience. With our research, KPS3 will provide recommendations for the site architecture, the content hierarchy, necessary component updates/additions, a content migration strategy, and creative direction for the homepage. We will then move into the design to provide one homepage design that is updated to reflect the priorities of Your Tahoe Place. We will use the foundational design approach selected for the Diamond Peak website to guide the updated design of the homepage and we'll create additional components/component features.

Deliverables

- Updated content plan
- Site architecture
- One updated home page design
- Up to either five or 10 new components or component features for existing components based on the unique needs of the yourtahoeplace.com
- Revised global styles
- PDF search feature - KPS3 will provide the design for a PDF search feature on specific pages of the website.

Web Development

Within the development phase, KPS3 will build the website using best practices for front-end and back-end development. The website will scale seamlessly from mobile to desktop for all pages ensuring the best experience for website visitors no matter what device is being used.

Deliverables

- Develop up to either five or 10 new components or component features for existing components based on the unique needs of the yourtahoeplace.com. Each component will be reusable across all pages (excluding any of the custom content types such as news and events). The new components/component features added will be unique to the Your Tahoe Place site only.



- PDF search feature - KPS3 will provide the functionality for a search feature on specific pages of the website which will allow users to search content within PDFs. The search feature will also allow IVGID to specify which categories of PDFs they would like to appear in the results. The PDF searchability and categorization will be made available through the use of third-party plugins for WordPress and custom logic.
- New staging site – This area will be for the IVGID team to migrate, review and update site content prior to launch.

Content Population and Q/A

KPS3 will be responsible for migrating and building up to either 25, 50 or 100 pages from the old site to the new site. IVGID will be responsible for all content creation, as well as additional migration, and population for the remaining pages of the website.

During quality assurance (QA) testing, both KPS3 and IVGID will review the site for final bugs before launch. KPS3 will guarantee the website will work on the most recent version of all major browsers (Chrome, Firefox, Safari, Edge) and the most recent version of native browsers for mobile devices (Safari and Android). Additional support for older browsers may be added as requested and estimated accordingly.

Deliverable

- Content population (up to either 25, 50 or 100 pages)

SEO, Analytics Setup & Launch

Prior to launch, KPS3 will work with the IVGID team to ensure that existing page rankings are maintained to the best of our ability. KPS3 will also confirm all current Your Tahoe Place tracking and analytics is set up on the new website, including Google Tag Manager, Google Analytics, Google Ads tracking, AdRoll, Facebook, and additional pixels that IVGID may need. Note, tracking will only be set up on yourtahoeplace.com and wouldn't include tracking updates on other domains.

As we get ready to launch the new site, a freeze will be put on the staging server and all data and assets will be copied to the production server where population or edits can be continued. Once the website is launched, KPS3 will immediately test functionality and give a final check on major items (crawl for 404s, test redirects, etc.).



Deliverables

- Updated Google Analytics tracking and 301 redirect strategy specific to yourtahoeplace.com.
- Initial 301 set up
- DNS updates

Estimated Costs

Deliverables	Estimate
Multisite Setup	\$3,325.00
User Experience & Design	\$7,875.00 - \$9,800.00
<i>Up to 5 components/component features</i>	\$7,875.00
<i>Up to 10 components/component features</i>	\$9,800.00
Web Development	\$13,499.00 - \$19,974.00
<i>Up to 5 components/component features</i>	\$13,499.00
<i>Up to 10 components/component features</i>	\$19,974.00
Content Population and QA	\$6,737.50 - \$14,437.50
<i>Up to 25 pages populated</i>	\$6,737.50
<i>Up to 50 pages populated</i>	\$10,237.50
<i>Up to 100 pages populated</i>	\$14,437.50
SEO & Analytics Setup	\$3,587.50
Your Tahoe Place Website Total Cost	\$35,024.00 - \$51,124.00

Total of chosen options: \$38,524



Billing Schedule

Initial 25% of invoice will be due upon signature. The final 75% will be billed monthly as incurred until the project budget is reached. This does not include third-party costs outside of the identified plug-in (\$199 for the first year).

Project Assumptions

This scope of work is based on KPS3's assumptions of the project at this time.

- This scope includes the design and development for Your Tahoe Place using the multisite framework. Additional websites outside of Your Tahoe Place will be scoped separately.
- The scope of work does not include added functionality to the website beyond the new components/component features and PDF search feature. If additional updates to the website functionality are requested a separate scope of work will be provided.
- This estimate includes the first year of hard costs (approximately \$199) for third-party plug-ins necessary for the PDF search functionality. The hard cost for each year thereafter is not included in this scope of work. The hard costs are estimated to be \$399 per year after the first year.
- Up to two rounds of edits for the various design elements.
- KPS3 has a post-launch bug window to resolve any bugs identified on the site at no additional cost for 30 days.
- KPS3 will continue to be given access to Google Analytics, Google Search Console, Google Ads, Google Tag Manager, and any other related services.
- IVGID is responsible for providing all content for the site, as well as population outside of the agreed upon pages.
- KPS3 content migration and optimization will include between 25 to 100 pages (depending on what is decided by IVGID). The new site will have a lot of flexibility in how content is formatted and designed, however, migration will have to be done manually for each page. KPS3 can provide an additional scope if assistance is needed for migrating additional pages.
- KPS3 is not responsible for third-party services or outages.
- KPS3 is not responsible for drafting the privacy policy or ensuring compliance.
- KPS3 will work within the work order budget total to accomplish tasks pertaining to the work specified above. If a large change or additional work is requested that is not included in or extends the work order budget, a KPS3 Account Director will notify you to discuss impact to the costs or an additional scope of work.
- The scope of work is valid for 60 days.



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Signature and Terms

By signing below, IVGID hereby acknowledges, understands and accepts the terms of this scope and the incorporation thereof into the LOA as an exhibit. Unpaid and overdue balances will be assessed a 1.5% finance charge per month after 45 days until paid in full. This scope and estimate are valid for 30 days.

<hr/>	<hr/>	<hr/>	<hr/>
Signature	Name	Title	Date
<i>Sarah A. Polito</i>	Sarah Polito	VP of Client Strategy	March 9, 2023
Signature	Name	Title	Date

Incline Village General Improvement District

Website Infrastructure Review

Below is a list of the primary website infrastructure issues that may lead to security risks or extra costs for Incline Village in the near future. KPS3 compiled these issues, after flags were raised by the IVGID team about the current website's age. The websites have given us a lot of traction over the past years, but we do agree that the sites are in need to be updated.

- **Outdated CMS**

The ExpressionEngine content management system (CMS) has served the websites well the past few years. However, both YourTahoePlace.com and DiamondPeak.com are on outdated versions of ExpressionEngine. Both sites are on version 2.10, and the most recent version of ExpressionEngine is ExpressionEngine6.

ExpressionEngine 2 was retired in 2017 and no longer receives security updates, feature additions or updates to support the newer versions of PHP.

- **Security Risks**

With an outdated CMS, the website is more vulnerable to security risks. This increases the security risk for hackers to be able to get into the system. Security risks include stealing information on the server, publishing malicious and undesirable content, and deleting files if backups are not in place.

Your hosting server cannot be upgraded to the latest security requirements because of dated technology. Again, this is a security vulnerability.

- **Additional Costs Long Term**

There are a few long-term costs to consider:

- **Reactive Updates** - Recently we had a past client who was on an outdated version of Drupal. The hosting provider needed to make some security upgrades which the website didn't support.

The client ended up having to pay \$5k to \$10k of additional costs just to migrate the outdated site and its content to a new hosting provider. The costs only moved their current site; it did not provide any upgrades or new functionality and finding a hosting provider that would support them was also a challenge. These additional costs could have been avoided if they chose to upgrade earlier.

- **Sunk Costs** - Any update or enhancement we make to the old site is a sunk cost. The old website CMS will eventually need to be updated. If you have any proactive updates on the old site, you'll have to reinvest additional time and money into moving this to a new site in the future.

- **Time savings and Flexibility** - A new site will allow you more flexibility to update and create content. This will also have a new modern look and feel, which will then be able to attract larger audiences to your digital presence.

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

Josh Nelson
General Counsel

SUBJECT: Review, discuss, and potentially approve Policy 22.1.0 Disclosure of Community Groups

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #7 Governance

RELATED DISTRICT POLICY: Not Applicable

DATE: May 3, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and potentially approve Policy 22.1.0 Disclosure of Community Groups.

II. BACKGROUND

At a meeting earlier this year, the Board discussed preparing a policy that would require Trustees and senior staff to disclose their involvement in relevant community groups and non-profits. An initial draft of the policy was presented to the Board at its April 12th meeting. During that meeting, there was no consensus about moving forward. However, two Trustees indicated support and requested that it be expanded to (1) include for profit businesses and (2) apply to entities operating in the larger Northern Nevada/Lake Tahoe area. Trustee Schmitz was not in attendance at the meeting but had provided comments that the draft policy should be similarly expanded.

Enclosed is a revised version of the policy. The draft has been modified to expand (1) its scope to include all for and non-profit entities and (2) the covered area to include all nearby Nevada and California counties. The draft also now expressly applies to Audit Committee Members.

As revised, this Policy would require Trustees, Audit Committee Members, and senior staff to disclose whether they are an employee, member, or officer of a qualifying community group. This would be defined as "for profit, not-of-profit, and non-profit associations, businesses, or entities, however organized, that are located in or otherwise operate in the Nevada counties of Douglas and Washoe, Carson City, or the California counties of El Dorado, Nevada, Placer, and Sierra." Senior staff would include department heads and supervisors with signature authority under IVGID purchasing policies.

Disclosures would be maintained by the Clerk and would be filed upon taking office and annually on a fiscal year basis. The General Manager would be responsible for adopting and enforcing personnel policies to ensure staff compliance.

III. FINANCIAL IMPACT AND BUDGET

No direct impact by amendment of the Policy.

IV. ALTERNATIVES

Below are alternatives to the recommended action:

1. Decline to move forward at this time with this proposed amendment.
2. Modify the proposed Policy.

V. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VI. ATTACHMENTS

1. Draft Policy 22.1.0 Disclosure of Community Non-Profit Involvement
2. Redline of Policy 22.1.0 Disclosure of Community Non-Profit Involvement compared to prior version



Disclosure of Community Groups Policy 22.1.0

POLICY. The Incline Village General Improvement District emphasizes transparency and understands that state law creates minimum standards. In some instances it may be appropriate to impose stricter requirements than those set forth in the Nevada Revised Statutes (NRS). While IVGID encourages Trustees and employees to be involved in local community groups, this involvement may result in real or perceived conflicts of interest. Various provisions of the NRS, including NRS 281A, prohibit IVGID officials from participating in decisions affecting their “commitments in a private capacity” and otherwise impose disclosure or recusal requirements on decisions impacting officials’ organizations.

While these requirements impose important minimum standards that avoid actual conflicts of interest, they do not provide transparency regarding potential conflicts of interest or otherwise ensure that officials are proactively disclosing potential conflicts of interest.

To provide additional transparency beyond state minimum requirements, IVGID Trustees, Audit Committee Members, and senior management employees shall annually report any community group or organization to which they are an employee, member, or officer. Senior employees shall include the General Manager, department heads, and any supervisors with signature authority under Policies 20.1.0 or 21.1.0 as identified by the General Manager. Qualifying groups and organizations shall be for profit, not-of-profit, and non-profit associations, businesses, or entities, however organized, that are located in or otherwise operate in the Nevada counties of Douglas and Washoe, Carson City, or the California counties of El Dorado, Nevada, Placer, and Sierra.

Annual reports shall be made on a fiscal year basis due by July 15th of each year. Employees or Trustees that assume office after July 15th shall file a disclosure within thirty days of assuming office.

RESPONSIBILITY. The District Clerk shall be responsible for developing reporting forms, notifying officials of their obligation to file reports, and maintaining such reports. All forms shall be public records.

The General Manager shall adopt and enforce personnel policies to ensure compliance with this Policy. The Board of Trustees shall enforce this Policy against Trustees, Audit Committee Members, and the General Manager.



Disclosure of Community ~~Non-Profit Involvement~~Groups Policy 22.1.0

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Summary report:	
Litera Compare for Word 11.3.0.46 Document comparison done on	
5/3/2023 1:26:17 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imatege.work/IMANAGE/41137041/1	
Modified DMS: iw://bbklaw-mobility.imatege.work/IMANAGE/41137041/2	
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Delete	6
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