

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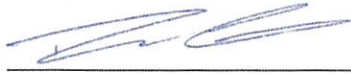
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Agency and Client warrant that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Agency or Client hereto.

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

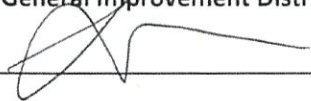
KPS3:

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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KPS3.COM
ashlan.sherron@kps3.com

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.