

DATE REC'D	NAME	SUBJECT	DATE OF RESPONSE	STATUS	LINK	REDACTIONS MADE (Y/N)
12/07/2022	Dobler, Cliff	Amendments or Updates to NDOT Encroachment Permit of 1969	12/14/2022	Complete	1	NO
12/07/2022	Dobler, Cliff	Please provide for my examination any and all plans, correspondence and cost estimates submitted to NDOT relating to IVGID's requirements to relocate a portion of the effluent pipeline to accommodate drainage improvements under project STBG-0028(009) to be accomplished by the Nevada	01/05/2023	Complete	2	NO
12/13/2022	Dobler, Cliff	Please provide for my examination the percentage of Mr. Howard's Salary and Benefits are allocated to each of the venues	12/20/2022	Complete	3	NO
12/29/2022	Gumz, Joy	Please provide a copy by email of PO22-0217	01/04/2023	Complete	4	NO
01/01/2023	Dobler, Cliff	On November 9, 2022, Mr. Underwood gave an update on the Effluent Storage Tank and the Effluent Pipeline project. On page 77 of the Board Packet, Mr. Underwood indicates that an "environmental document" will need to meet the requirements of the USACE. What is this Environmental Document? Most submittals regarding environmental issues are completed by an outside consultant specializing in matters relating to the environment. Since I am unaware of any consultant which may have been hired, could either one of you expand on what this Environmental Document might be and who might be doing it. It is odd to me that further discussions will take place with the USACE to determine the requirements for an environmental document. Also could I receive any written correspondence from the USACE which would indicate that the 595 program has 75% of the \$6.8 million project cost estimate (\$5.1 million) available to IVGID (page 78 of agenda). I am unaware that any money has been made "available" by the USACE to IVGID.	01/05/2023	Complete	5	NO
01/05/2023	Gumz, Joy	Scope of Services for PO22-0217	01/05/2023	Complete	6	NO

From: [Susan A. Herron](mailto:Susan.A.Herron)
To: "cfdobler@aol.com"
Subject: RE: Public Records request - NDOT Revocable Encroachment Permit
Date: Wednesday, December 14, 2022 11:15:08 AM

Mr. Dobler,

Staff has advised there have been no amendments or updates thus there are no documents to be provided.

Susan

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Wednesday, December 7, 2022 1:49 PM
To: Susan A. Herron <sah@ivgid.org>
Subject: Re: Public Records request - NDOT Revocable Encroachment Permit

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

As a follow up and since the original agreement was executed in 1969, please provide for my examination any and all amendments or updates to the agreement

Cliff Dobler

-----Original Message-----

From: Susan A. Herron <sah@ivgid.org>
To: 'cfdobler@aol.com' <cfdobler@aol.com>
Sent: Wed, Dec 7, 2022 9:52 am
Subject: RE: Public Records request - NDOT Revocable Encroachment Permit

Mr. Dobler,

Attached is the requested document.

Susan

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Tuesday, December 6, 2022 9:37 AM
To: Susan A. Herron <sah@ivgid.org>
Subject: Public Records request - NDOT Revocable Encroachment Permit

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please provide for my examination the NDOT Revocable Encroachment Permit which was stated in the July 9, 2020 letter by NDOT to IVGID and delivered to me via a previous public records request.

01112023-002

Cliff Dobler

01112023-003

From: [Susan A. Herron](#)
To: ["cfdobler@aol.com"](mailto:cfdobler@aol.com)
Cc: [Indra Winquest](#); ["raytulloch@munrotulloch.com"](mailto:raytulloch@munrotulloch.com)
Subject: RE: Public Records request - NDOT Revocable Encroachment Permit
Date: Thursday, January 5, 2023 9:34:43 PM
Attachments: [Dobler record rast_20221213 - Marlette Creek.zip](#)

IF ANY MEMBER OF THE PUBLIC DESIRES
TO GET A COPY OF THIS ATTACHMENT,
PLEASE MAKE THAT REQUEST TO THE
PUBLIC RECORDS OFFICER.

Mr. Dobler,

Attached is the information as requested.

Susan

From: Susan A. Herron
Sent: Wednesday, January 4, 2023 8:46 AM
To: 'cfdobler@aol.com' <cfdobler@aol.com>
Cc: Indra Winquest <ISW@ivgid.org>; raytulloch@munrotulloch.com
Subject: RE: Public Records request - NDOT Revocable Encroachment Permit

Mr. Dobler,

Thank you for following up and we apologize for missing the forecasted date. The materials in response to your request are under review by Counsel who is presently out of the office. He will return on January 9 and I will follow up with him on that date.

Susan

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Friday, December 30, 2022 2:37 PM
To: Susan A. Herron <sah@ivgid.org>
Cc: Indra Winquest <ISW@ivgid.org>; raytulloch@munrotulloch.com
Subject: Re: Public Records request - NDOT Revocable Encroachment Permit

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Today is the 30th of December 2022. I have not received the information which I requested on December 7, 2022 (see e mail below). As you and your management made a "promise" to deliver the information today, then where is it?. We are now on the 23 days awaiting for the public records I requested. Can I receive them. This is important in that management could be making a grave mistake on moving segment 2 of the pipeline to the "front of the line" BASED ON a partial relocation which was to be completed two years ago;

Critical

Cliff Dobler

-----Original Message-----

From: Susan A. Herron <sah@ivgid.org>

01112023-004

To: 'cfdobler@aol.com' <cfdobler@aol.com>
Cc: Indra Winquest <ISW@ivgid.org>; raytulloch@munrotulloch.com <raytulloch@munrotulloch.com>
Sent: Wed, Dec 14, 2022 4:24 pm
Subject: RE: Public Records request - NDOT Revocable Encroachment Permit

Mr. Dobler,

Staff is working on your request and needs some more time – they anticipate a response coming to you no later than December 30, 2022. Thank you for your patience.

Susan

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Wednesday, December 7, 2022 2:05 PM
To: Susan A. Herron <sah@ivgid.org>
Cc: Indra Winquest <ISW@ivgid.org>; raytulloch@munrotulloch.com
Subject: Re: Public Records request - NDOT Revocable Encroachment Permit

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please provide for my examination any and all plans, correspondence and cost estimates submitted to NDOT relating to IVGID's requirements to relocate a portion of the effluent pipeline to accommodate drainage improvements under project STBG-0028(009) to be accomplished by the Nevada.

Clifford F. Dobler

-----Original Message-----

From: Susan A. Herron <sah@ivgid.org>
To: 'cfdobler@aol.com' <cfdobler@aol.com>
Sent: Wed, Dec 7, 2022 9:52 am
Subject: RE: Public Records request - NDOT Revocable Encroachment Permit

Mr. Dobler,

Attached is the requested document.

Susan

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Tuesday, December 6, 2022 9:37 AM
To: Susan A. Herron <sah@ivgid.org>
Subject: Public Records request - NDOT Revocable Encroachment Permit

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Please provide for my examination the NDOT Revocable Encroachment Permit which was stated in the July 9, 2020 letter by NDOT to IVGID and delivered to me via a previous public records request.

Cliff Dobler

01112023-005

From: [Susan A. Herron](#)
To: "cfdobler@aol.com"
Cc: [Indra Winquest](#); [Sara Schmitz](#); [Matthew Dent](#); raytulloch@munrotulloch.com
Subject: RE: Public Records request - Allocation of Salary and Benefits of Darren Howard to each venue
Date: Tuesday, December 20, 2022 4:21:15 PM

Mr. Dobler,

Staff has provided the following allocation:

5% General Gov – Community Relations
5% Championship Golf Course Marketing
40% Championship Golf Course Administrative Overhead
2.5% Mountain Golf Course Marketing
10% Mountain Golf Course Administrative Overhead
10% Food and Beverage – Events
5% Facilities – Catering Marketing
7.5% Ski Food and Beverage
7.5% Champ Food and Beverage
5% Ski Marketing
2.5% Recreation Marketing

Susan

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Tuesday, December 13, 2022 10:59 PM
To: Susan A. Herron <sah@ivgid.org>
Cc: Indra Winquest <ISW@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org>; Matthew Dent <dent_trustee@ivgid.org>; raytulloch@munrotulloch.com
Subject: Public Records request - Allocation of Salary and Benefits of Darren Howard to each venue

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please provide for my examination the percentage of Mr Howard Salary and Benefits are allocated to each of the venuest

Clifford F. Dobler

01112023-006

From: [Susan A. Herron](#)
To: ["J Gumz"](#)
Subject: RE: Public records request
Date: Thursday, January 5, 2023 10:43:25 AM
Attachments: [1208 - Thorndal Armstrong - Special Counsel Services.pdf](#)

Ms. Gumz,

Attached is the requested document.

Susan

From: J Gumz <j.gumz1@gmail.com>
Sent: Thursday, January 5, 2023 10:42 AM
To: Susan A. Herron <sah@ivgid.org>
Subject: Re: Public records request

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Thank you.

There should be a Scope of Work, Scope of Services, or Description of work to be done. Please provide - thanks.

On Wed, Jan 4, 2023 at 3:04 PM Susan A. Herron <sah@ivgid.org> wrote:

Ms. Gumz,

Attached is the PDF of the requested PO.

Susan

From: J Gumz <j.gumz1@gmail.com>
Sent: Thursday, December 29, 2022 11:27 AM
To: Susan A. Herron <sah@ivgid.org>
Subject: Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms. Herron:

This is a public records request under NRS 239.
Please provide a copy by email of PO22-0217
(Thorndal) and any other purchase orders issued to this firm.

01112023-007

If there is any charge for these records, please notify me in advance.

Thank you.
J. Gumz

JOHN L. THORNDAL
JAMES G. ARMSTRONG
STEPHEN C. BALKENBUSH
PAUL F. EISINGER
CHARLES L. BURCHAM
BRIAN K. TERRY
ROBERT F. BALKENBUSH
PHILIP GOODHART
KATHERINE F. PARKS
KEVIN R. DIAMOND
MICHAEL C. HETTY
GREGORY M. SCHULMAN
MEGHAN M. GOODWIN
EBAN M. MILMEISTER

W. RANDOLPH PATTON*
JOHN D. HOOKS
DOUGLAS J. DUESMAN
CHRISTY LYN M. GALLIHER
VINCENT M. GODINHO
AILEEN E. COHEN*
HARRY J. ROSENTHAL*
JUSTIN H. PFREHM*
MATTHEW D. PETERDY*

Of Counsel*



**THORNDAL
ARMSTRONG
DELK BALKENBUSH & EISINGER**

A PROFESSIONAL CORPORATION

ATTORNEYS
www.thorndal.com

STEPHEN C. BALKENBUSH, ESQ.
scb@thorndal.com

RENO OFFICE

December 8, 2021

Susan A Herron, District Clerk
Incline Village General Improvement
District 893 Southwood Blvd.
Incline, NV 89451

Re: Special Counsel Letter of Engagement

Dear Ms. Herron:

This letter will serve as my law firm's engagement letter to serve as special counsel to the IVIGD Board of Trustees related to IVIGD's regulation of restricted access beaches. This project will include the following:

- Reviewing any proposed changes to Ordinance No. 7 and Policy 16.1.1 to ensure compliance with the beach deed and applicable law.
- Reviewing the existing practice of providing recreational privileges, including beach access, to non-resident employees, their paid guests, qualified retired employees and some former Trustees without regard to their residency, to ensure compliance with the beach deed and applicable law.

Initially, IVIGD will seek the opinion and recommendations of special counsel on these matters. Future phases of the project may include filing and seeking judicial confirmation of any applicable ordinances, policies, or other matters under NRS 43 if directed by the IVIGD Board of Trustees.

Our hourly rates for the contemplated work will be as follows: \$250.00 per hour for partners, \$225.00 per hour for associates, and \$95.00 per hour for paralegal work. Our hourly rates will not be increased during this project without IVIGD's written consent. Costs for routine expenses such as copy costs should be minimal and will be billed separately. Copies will be billed at \$0.10 per page. Travel time will be billed at our normal hourly rate. There is no charge for mileage. No separate charge shall be made for secretarial or word processing services.

Attorneys also licensed to practice in
Arizona, California, Maryland, New York, North Carolina and Oregon

LAS VEGAS

1100 E. BRIDGER AVENUE
LAS VEGAS, NV 89101
(702) 366-0622
FAX (702) 366-0327

RENO

6590 S. MCCARRAN BLVD., SUITE B
RENO, NV 89509
(775) 786-2882
FAX (775) 786-8004

CRAIG R. DELK
Retired Former Shareholder

JAMES J. JACKSON
(1958-2014)

CHRISTOPHER J. CURTIS
(1963-2020)

01112023-009

Susan A. Herron, District Clerk
IVGID
December 8, 2021
Page 2

This matter will be billed on a monthly basis.

In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between IVGID and any firm clients. Further, we are not aware of any potential conflicts. Our firm carries errors and omissions insurance \$10,000,000/\$10,000,000. A declaration page containing information about our errors and omissions insurance policy is available upon IVGID's request. We will retain the IVGID's client file for seven years.

Thank you for retaining my law firm to assist IVGID with these issues.

Should you need any additional information from me, please let me know.

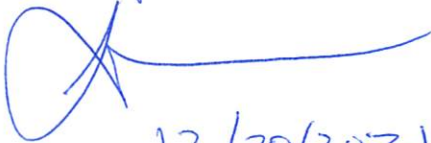
Best regards.

Very truly yours,



STEPHEN C. BALKENBUSH

Accepted



12/20/2021

Indra Winquest
District General Manager

From: [Susan A. Herron](#)
To: "cfdobler@aol.com"
Cc: [Indra Winquest](#); [Brad Underwood](#); [Sara Schmitz](#); [Matthew Dent](#); [Ray Tulloch](#)
Subject: RE: Effluent Storage Tank - "Environmental document"
Date: Thursday, January 5, 2023 9:43:54 PM
Attachments: [2022-12-14 Services Agreement, Effluent Storage Tank Environmental Assessment.pdf](#)

Mr. Dobler,

Attached is the consultant contract for the Effluent Storage Tank Environmental Assessment. Whilst you didn't ask for the contract, we are providing it in the spirit of transparency. The consultant is Resource Concepts, Inc. We do not have any records in response to the second part of your records request as it was a verbal conversation between Staff and USACE.

Lastly, it doesn't not appear that you copied me on your initial request so thank you to the General Manager who forwarded over to me.

Susan

From: Sara Schmitz <trustee_schmitz@ivgid.org>
Date: January 2, 2023 at 8:40:45 AM PST
To: cfdobler@aol.com, Indra Winquest <isw@ivgid.org>, Brad Underwood <BBU@ivgid.org>
Cc: Sara Schmitz <trustee_schmitz@ivgid.org>
Subject: **Re: Effluent Storage Tank - "Environmental document"**

Please share this document with me as well.

Thanks!

Sara

Get [Outlook for iOS](#)

From: cfdobler@aol.com <cfdobler@aol.com>
Sent: Sunday, January 1, 2023 6:19:14 PM
To: isw@ivgid.org <isw@ivgid.org>; bpu@ivgid.org <bpu@ivgid.org>
Cc: trustee_schmitz@ivgid.org <trustee_schmitz@ivgid.org>; dent_trustee@ivgid.org <dent_trustee@ivgid.org>; raytulloch@munrotulloch.com <raytulloch@munrotulloch.com>
Subject: Effluent Storage Tank - "Environmental document"

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

On November 9, 2022, Mr. Underwood gave an update on the Effluent Storage Tank and

01112023-011

the Effluent Pipeline project. On page 77 of the Board Packet, Mr. Underwood indicates that an "environmental document" will need to meet the requirements of the USACE. What is this Environmental Document? Most submittals regarding environmental issues are completed by an outside consultant specializing in matters relating to the environment. Since I am unaware of any consultant which may have been hired, could either one of you expand on what this Environmental Document might be and who might be doing it. It is odd to me that further discussions will take place with the USACE to determine the requirements for an environmental document.

Also could I receive any written correspondence from the USACE which would indicate that the 595 program has 75% of the \$6.8 million project cost estimate (\$5.1 million) available to IVGID (page 78 of agenda). I am unaware that any money has been made "available" by the USACE to IVGID.

This actually takes the form of a public records request so I have included Susan Herron on this e mail for this response. Since she is not around maybe either one of you can provide the information I request. .

Cliff Dobler

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of December 14, 2022 by and between the Incline Village General Improvement District, a Nevada general improvement district ("District") and Resource Concepts, Inc., a domestic corporation, with its principal place of business at 276 Kingsbury Grade, Suite 206, in Stateline, Nevada ("Consultant"). The District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional services to prepare an Environmental Assessment (EA) and supporting review documents to evaluate the potential environmental effects for the proposed Effluent Storage Tank Project ("Project").

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply environmental assessment engineering services necessary for the Project ("Services"). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall be from December 5, 2022 to August 30, 2023, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: JoAnne Michael.
- 3.2.5 District's Representative. The District hereby designates Engineering Manager Kate Nelson, P. E., or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates JoAnne Michael, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself informed of and in compliance with applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance

or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess

of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants

shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **Eighty-Five Thousand Dollars (\$85,000.00)** without written approval of District's Director of Public Works. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to rlr@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work.

Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 **Maintenance and Inspection.** Consultant 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. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 **Grounds for Termination.** The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 **Effect of Termination.** If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson, P. E.

Consultant

Resource Concepts, Inc.
267 Kingsbury Grade, Suite 206
Stateline, Nevada 89448
Attn: JoAnne Michael

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection. District shall defend, indemnify, and hold harmless Consultant for any reuse of any work documents on any other projects without written permission of Consultant.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project unless disclosure is compelled due to law or court order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If 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 the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.10 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.13 Construction; References; Captions. 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. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers

except as otherwise specified in this Agreement. The captions of the various articles and 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.

- 3.5.14 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.15 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.16 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.17 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.18 **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.19 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.20 **Limitation of Liability.** The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.21 **Non-Appropriations.** The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.22 **Compliance with Laws.** Consultant shall keep itself informed of and in compliance with applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant 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. Consultant is not currently engaged in, and during the duration of the 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. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.
- 3.5.23 **Prohibited Interests.** Consultant maintains and represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or

other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**OWNER:
INCLINE VILLAGE G. I. D.**


Agreed to:

By: 

Indra Winquest
District General Manager

January 6, 2023
Date

Reviewed as to Form:



Joshua Nelson
District General Counsel

December 19, 2022
Date

**CONTRACTOR:
RESOURCE CONCEPTS, INC.**

Agreed to:

By: 

Signature of Authorized Agent

Print or Type Name and Title

Date

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

EXHIBIT A



December 12, 2022

Via Email: BBU@ivgid.org

Mr. Brad Underwood, PE
Director of Public Works
Incline Village GID
1220 Sweetwater Rd.
Incline Village, NV 89451

**Subject: *Scope of Work and Cost Estimate
Preparation of Environmental Assessment for Effluent Storage Tank***

Dear Mr. Underwood:

Thank you for requesting assistance from Resource Concepts, Inc. (RCI) to prepare an Environmental Assessment (EA) and supporting review documents to evaluate the potential environmental effects for the proposed Effluent Storage Tank Project. It is RCI’s understanding the project will receive funding from the Water Resources Development Act of 2020 administered by the US Army Corps of Engineers (USACE) and is therefore subject to the National Environmental Protection Act (NEPA). This proposed scope of work is based on guidance from the USACE, their anticipated work schedule provided to RCI, and removal of the export pipeline from the project description.

RCI proposes the following tasks to meet that need.

Task 1. Project Management

- On-going coordination with Incline Village GID (IVGID), USACE, and other subconsultants and engineers contracted by IVGID to compile supporting information.
- RCI will participate in bi-weekly virtual meetings with IVGID and USACE; and maintain/review meeting notes through duration of project.
 - Project duration is assumed to be December 2022 through July 2023.
- Maintain a Project Record of all pertinent documents and correspondence from local, state, and federal agencies and public. The Project Record will be provided to the USACE and IVGID upon completion of the Final EA/Fonsi.

Estimated Cost of Task 1: \$15,000.00

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Stateline, NV 89449
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RCI JLD Client _____

Task 2. Environmental Assessment

In cooperation with the USACE, RCI will prepare an EA pursuant to NEPA guidelines to analyze the potential environmental effects of the proposed new 5-million-gallon effluent storage tank located at Pond 1 within the IVGID Wastewater Resource Recovery Facility (WRRF). This task is broken down into the following phases:

Phase 2A: Prepare Administrative Draft EA

RCI will prepare an Administrative Draft EA that will include the following sections:

1. Introduction, Overview, and Project Background
2. Purpose and Need for Proposed Action
3. Detailed Description of the Project
4. Description of Project Alternatives
 - o Includes alternatives considered but eliminated from further consideration
5. Affected Resources and Environmental Effects
 - o Proposed mitigation measures as needed

The following resources are anticipated to be included for detailed analyses:

- Aesthetics/Visual Resources
- Air Quality/Green House Gases
- Biological Resources
- Cultural and Tribal Resources
- Environmental Justice / Socio Economics
- Geology and Soils
- Hazardous Waste
- Hydrology and Water Quality
- Noise
- Recreation
- Transportation

6. Cumulative Effects
7. Mitigation Measures
8. List of Preparers
9. Organization and Persons Consulted
10. References

Upon completion of the Admin Draft, RCI will submit a copy to USACE for review and comment. RCI will revise the Admin Draft per USACE's comments and resubmit for USACE's Office of Counsel for review.

Based on discussions with IVGID, baseline surveys and technical reports for cultural and tribal resources, traffic, and visual resources will be prepared by others and provided to RCI for integration into the EA.

Phase 2A Schedule: RCI anticipates being able to begin preparation of the Administrative Draft on December 12, 2022, with a submittal of the Admin Draft EA to USACE on or before February 6, 2023. In order to meet that submittal date, RCI will need the traffic analysis, cultural reports, and visual impact assessment by the second week of January. Delays in receipt of these documents may cause additional delays in RCI's ability to complete the Admin Draft by February 6, 2023. RCI assumes that the Supplemental EA for the pipeline will occur concurrently and will take precedence over the Tank EA if time conflicts arise.

RCI JUD Client _____

Phase 2B: Preparation of Draft EA and Draft Finding of No Significant Impacts (FONSI)

Upon receipt of Counsel's review comments of the Admin Draft EA, RCI will prepare a Draft EA/FONSI for public review.

- The Draft EA/ FONSI will be formatted to be in compliance with Section 508 of the Americans with Disabilities Act (ADA).
- The Draft EA and FONSI will be published on the USACE and IVGID's websites for a minimum of 30 days:
 - At the end of the 30-day public notice period, RCI will collect and summarize public comments and prepare a formal written response. If warranted by the public comments, the text of the Draft EA will be revised accordingly.
 - RCI anticipates low to moderate responses to comments. Should there be an extensive number of comments requiring detailed responses, RCI will submit a request for additional funding.
- RCI will prepare an Admin Final EA/FONSI for the USACE and legal counsel review; and revise per their comments.

Phase 2C. Preparation of Final EA/FONSI

- RCI will prepare a Final EA/FONSI based on the suggested revisions from the USACE and Counsel. The Final FONSI will then be routed to USACE staff for final signature.
 - The Final EA/FONSI will be ADA compliant.

Estimated Cost of Task 2: \$70,000.00

Project Assumptions:

- No additional field work or technical reports will be required by RCI and are not included in the scope of this work.
- Baseline surveys for cultural and tribal resources, traffic, and visual resources will be prepared by others and provided to RCI for integration into the EA.
- All meetings are assumed to be virtual; one (1) in-person CMAR meeting is included in this scope.
- This scope does not include preparation of project renderings or visual simulation. Mitigation measures for aesthetics will be coordinated with Exline Consulting, Inc.
- No standalone Biological Assessment will be required for the Effluent Storage Tank Site.
- This EA is being prepared for use by USACE only to make a Finding of No Significant Impact pursuant to NEPA. It is not being prepared to meet TRPA Code of Ordinances Required Findings. Based on conversations with Nick Exline, Exline Consulting, Inc., the replacement of the effluent storage tank will be authorized under TRPA's standard Public Service and Recreation Permit. Exline Consulting, Inc. is expected to prepare the permit application and coordinate with TRPA. Should the TRPA require a joint EA, this scope will need to be amended and the cost estimate revised.

RCI will invoice for services rendered monthly, billed on a time and materials basis in accordance with the scope of work, the cost proposal defined in this proposal letter, and with the terms and conditions outlined in the Professional Services Agreement and RCI's Fee Schedule

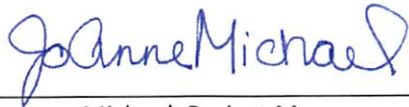
RCI JLD Client _____

Mr. Brad Underwood, PE
December 12, 2022
Page 4

If this cost proposal and work plan for the above tasks are acceptable, please complete client billing and project contact information, initial every page (Letter, Agreement & RCI Fee Schedule), and return a complete copy to our office (electronic copy is sufficient).

Once again, I appreciate the opportunity to help with this project. If you have any questions regarding this proposal, please feel free to contact me anytime.

Respectfully,



JoAnne Michael, Project Manager
Environmental Manager
joanne@rci-nv.com



Jeremy Drew
Project Principal

JM/ca

Attachments: RCI Fee Schedule

RCI JLD Client _____

EXHIBIT B



2022 FEE SCHEDULE

		<u>Billing Rate (\$)</u>
ENGINEERING SERVICES	Principal Engineer	210.00
	Engineering Project Manager	190.00
	Senior Civil Engineer II	175.00
	Senior Civil Engineer I	165.00
	Project Engineer II	155.00
	Project Engineer I	145.00
	Staff Engineer	135.00
	Engineering Intern II	120.00
	Engineering Intern I	110.00
	Engineering Technician II ^{1/ 2/}	90.00
	Engineering Technician I ^{1/ 2/}	80.00
	Field Inspector ^{1/ 2/}	75.00
	DESIGN SERVICES	Senior Designer
Designer		115.00
SURVEYING SERVICES	Principal Surveyor	210.00
	Survey Director	190.00
	Senior Land Surveyor	170.00
	Licensed Land Surveyor	140.00
	Senior Survey Tech (LSIT) ^{1/ 2/}	130.00
	Survey Technician II ^{1/ 2/}	110.00
	Survey Technician I ^{1/ 2/}	90.00
	One-Man Survey Crew ^{1/ 2/}	145.00
	Two-Man Survey Crew II ^{1/ 2/}	195.00
	Two-Man Survey Crew I ^{1/ 2/}	170.00
Three-Man Survey Crew ^{1/ 2/}	255.00	
Survey Drone (per day)	150.00	
^{1/} Overtime & Saturdays 1.5x regular hourly rate ^{2/} Sunday & Holidays 2x regular hourly rate ^{2/} These rates will be adjusted for services subject to certified payroll reporting & Prevailing wages under the Davis-Bacon Act.		
PLANNING SERVICES	Certified Planner	120.00
	Staff Planner	105.00
WATER RIGHTS SERVICES	Principal Water Rights Specialist	210.00
	Water Rights Project Manager	190.00
	Senior Water Rights Surveyor	175.00
	Water Rights Surveyor	165.00
	Senior Water Rights Specialist	155.00
	Water Rights Specialist II	130.00
	Water Rights Specialist I	120.00
	Water Rights Technician II	105.00
Water Rights Technician I	95.00	

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2022 FEE SCHEDULE

		<u>Billing Rate (\$)</u>
MAPPING SERVICES (CAD & GIS)	Mapping Specialist II	105.00
	Mapping Specialist I	100.00
	Mapping Analyst.....	90.00
	Mapping Technician II.....	80.00
	Mapping Technician I.....	70.00
ENVIRONMENTAL SERVICES	Principal Environmental Specialist	200.00
	Principal Environmental Specialist—Advisory	175.00
	Environmental Project Manager	175.00
	Certified Environmental Manager.....	170.00
	Senior Environmental Specialist II.....	150.00
	Senior Environmental Specialist I.....	140.00
	Environmental Specialist II.....	120.00
	Environmental Specialist I.....	110.00
	Environmental Technician II ^{1/}	100.00
	Environmental Technician I ^{1/}	90.00
Environmental Intern ^{1/}	75.00	
NATURAL RESOURCE SERVICES*	Principal Resource Specialist	195.00
	Resource Project Manager	170.00
	Senior Resource Specialist II.....	145.00
	Senior Resource Specialist I.....	135.00
	Resource Specialist II.....	115.00
	Resource Specialist I.....	100.00
	Resource Technician II ^{1/}	95.00
	Resource Technician I ^{1/}	85.00
	Resource Intern ^{1/}	70.00
<i>*Manager & Resource Specialist disciplines include: Biologist, Botanist, Fluvial Geomorphologist, Geologist, NEPA Specialist, Policy Specialist and Facilitator, Wildlife Biologist and Wetland Specialist</i>		
RANGE SERVICES	Principal Range Specialist	175.00
	Principal Range Specialist—Advisory	140.00
	Range Project Manager	140.00
	Senior Range Specialist II	125.00
	Senior Range Specialist I	115.00
	Range Conservationist II	100.00
	Range Conservationist I	90.00
	Range Technician II ^{1/}	80.00
	Range Technician I ^{1/}	70.00
Range Intern I ^{1/}	65.00	
^{1/} Overtime & Saturdays..... 1.5x regular hourly rate		
Sunday & Holidays.....2x regular hourly rate		

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(775) 883-1600 • fax: (775) 883-1656

**Engineering • Surveying • Water Rights
Resources & Environmental Services**

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LAKE TAHOE
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775) 588-7500 • fax: (775) 589-6333



2022 FEE SCHEDULE

		<u>Billing Rate (\$)</u>
ADMINISTRATIVE SERVICES	Accounting/Business Manager	100.00
	Computer Technician	100.00
	Accounting Staff	80.00
	Desktop Publisher	85.00
	Word Processor	75.00
	Secretary	65.00
	Technical Aide	50.00
Expenses	<i>Travel Expenses</i>	
	Mileage75¢ mile
	ATV Use	150.00 day
	UTV Use	200.00 day
	<i>Per Diem:</i> Per State (GSA) Rates for Meals & Incidentals	Varies by Location
	Lodging	Cost Plus 15%
	<i>Copies, Prints & Plots</i> (b/w & color)	
	8½" x 11" to 11" x 17" black/white prints & copies	15¢ each
	8½" x 11" to 11" x 17" color prints & copies50¢ each
	24" x 36" & up black/white plots	3.00 each
24" x 36" & up color plots	8.00 each	
24" x 36" Mylar	20.00 each	
<i>GIS Prints & Plots*</i> (color)		
8½" x 11" to 11" x 17" GIS color prints	3.00 each	
24" x 36" GIS color plot	15.00 each	
Up to 36" x 72" GIS custom color plot	20.00 each	
* When using an aerial, photo or quad background		
<i>Third-Party Administrator Fees</i>	Cost Plus 15%	
<i>Other Reimbursable Expenses</i>	Cost Plus 15%	
<i>Consultants/Contractors</i>	Cost Plus 15%	
<i>Legal Services</i>		
Depositions and Preparation	1.5x regular hourly rate	
Expert Witness Testimony and Preparation	2x regular hourly rate	

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of December 14, 2022 by and between the Incline Village General Improvement District, a Nevada general improvement district ("District") and Resource Concepts, Inc., a domestic corporation, with its principal place of business at 276 Kingsbury Grade, Suite 206, in Stateline, Nevada ("Consultant"). The District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional services to prepare a combined environmental assessment (EA) as instructed by the US Army Corps of Engineers (USACE) for approximately 28,000 feet of IVGID's proposed Effluent Export Pipeline Replacement Project ("Project").

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply environmental assessment engineering services necessary for the Project ("Services"). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- 3.1.2 Term. The term of this Agreement shall be from December 5, 2022 to August 30, 2023, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means,

methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: JoAnne Michael.
- 3.2.5 District's Representative. The District hereby designates Engineering Manager Kate Nelson, P. E., or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates JoAnne Michael, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself informed of and in compliance with applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance

or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance: Workers' Compensation* limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) **Commercial General Liability.** The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (B) **Automobile Liability.** The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess

of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants

shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **Thirty-Five Thousand Five Hundred Dollars (\$35,500.00)** without written approval of District's Director of Public Works. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to rlr@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work.

Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant 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. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson, P. E.

Consultant

Resource Concepts, Inc.
267 Kingsbury Grade, Suite 206
Stateline, Nevada 89448
Attn: JoAnne Michael

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection. District shall defend, indemnify, and hold harmless Consultant for any reuse of any work documents on any other projects without written permission of Consultant.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project unless disclosure is compelled due to law or court order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's

obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional.** To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant. If 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 the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law.** This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 District's Right to Employ Other Consultants.** The District reserves right to employ other consultants in connection with this Project.
- 3.5.10 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.11 Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.12 Subcontracting.** Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.13 Construction; References; Captions.** 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. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers

except as otherwise specified in this Agreement. The captions of the various articles and 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.

- 3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.20 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.21 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.22 Compliance with Laws. Consultant shall keep itself informed of and in compliance with applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant 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. Consultant is not currently engaged in, and during the duration of the 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. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.
- 3.5.23 Prohibited Interests. Consultant maintains and represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or

other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

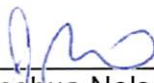
By: 

Indra Winquest
District General Manager

January 6, 2023

Date

Reviewed as to Form:



Joshua Nelson
District General Counsel

December 19, 2022

Date

CONTRACTOR:
RESOURCE CONCEPTS, INC.
Agreed to:

By: 

Signature of Authorized Agent

Print or Type Name and Title

Date

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

EXHIBIT A



December 12, 2022

Via Email: BBU@ivgid.org

Mr. Brad Underwood, PE
Director of Public Works
Incline Village GID
1220 Sweetwater Rd.
Incline Village, NV 89451

**Subject: *Scope of Work and Cost Estimate
Preparation of Combined Environmental Assessment for IVGID’s Effluent Export Pipeline
Replacement Project***

Dear Mr. Underwood:

Thank you for requesting assistance from Resource Concepts, Inc. (RCI) to prepare a Combined Environmental Assessment (EA) as instructed by the US Army Corps of Engineers (USACE) for approximately 28,000 feet of IVGID’s proposed Effluent Export Pipeline Replacement Project. It is RCI’s understanding the project will receive funding from the Water Resources Development Act of 2020 administered by the USACE and is therefore subject to the National Environmental Protection Act (NEPA). This proposed scope of work is based on guidance from the USACE which allows combining the NEPA review for the pipeline project with the Final SR 28 Shared Use Path, Parking, Safety and Environmental Improvement Project Environmental Assessment.

RCI proposes the following tasks to meet that need.

Task 1. Project Management

- On-going coordination with Incline Village GID (IVGID), USACE, and other subconsultants and engineers contracted by IVGID to compile supporting information.
- RCI will participate in bi-weekly virtual meetings with IVGID and USACE; and maintain/review meeting notes through duration of project.
 - Project duration is assumed to be December 2022 through May 2023.
- Maintain a Project Record of all pertinent documents and correspondence from local, state, and federal agencies and public. The Project Record will be provided to the USACE and IVGID upon completion of the Final EA/Fonsi.

Estimated Cost of Task 1: \$4,000.00

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340 North Minnesota St.
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RCI JLD Client _____

Task 2. Environmental Assessment

In cooperation with the USACE, RCI will prepare a Combined EA pursuant to NEPA guidelines to analyze the potential environmental effects of the proposed effluent export pipeline replacement project located along approximately 28,000 feet within SR 28 corridor.

Phase 2A: Prepare Administrative Draft EA

RCI will prepare an Administrative Draft EA that follows the example of the Supplemental EA provided by the USACE that will include the following sections:

1. Chapter 1: Introduction, Overview, and Project Background, Purpose, and Need Statement
2. Chapter 2: Proposed Action and Alternatives
3. Chapter 3: Affected Environment and Environmental Consequences
 - o Approach to Analysis and Use of Combined Document
 - o Resources Not Discussed in detail
 - o Only Transportation will be carried forward for detail analysis
 - Traffic analysis to be provided by IVGID
 - o Cumulative Effects
4. Chapter 4: Compliance with Federal Laws and Regulations
5. Chapter 5: Document Coordination
6. Chapter 6: Findings
7. List of Preparers
8. References

Upon completion of the Admin Draft of the Combined EA, RCI will submit a copy to USACE for review and comment. RCI will revise the Admin Draft per USACE's comments and resubmit for USACE's Office of Counsel for review.

Based on discussions with IVGID, baseline surveys and technical reports for cultural and tribal resources, traffic, and visual resources will be prepared by others and provided to RCI for integration into the EA.

Phase 2A Schedule: RCI anticipates being able to begin preparation of the Administrative Draft on December 12, 2022, with a submittal of the Admin Draft EA to USACE on or before January 30, 2023. In order to meet that submittal date, RCI will need the traffic analysis by the second week of January. Delays in receipt of these documents may cause additional delays in RCI's ability to complete the Admin Draft by January 30, 2023.

Phase 2B: Preparation of Draft EA and Draft Finding of No Significant Impacts (FONSI)

Upon receipt of Counsel's review comments of the Admin Draft EA, RCI will prepare a Draft Combined EA/FONSI.

- Per USACE guidance, the Draft Combined EA/FONSI will not be published for public review and comment. It may be sent to other interested agencies as determined by the USACE.

Phase 2C. Preparation of Final EA/FONSI

- RCI will prepare a Final Combined EA/FONSI based on the suggested revisions from the USACE and Counsel. The Final FONSI will then be routed to USACE staff for final signature.
 - o The Final Combined EA/FONSI will be ADA compliant.

Estimated Cost of Task 2: \$31,500.00

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Mr. Brad Underwood, PE

December 12, 2022

Page 3

Project Assumptions:


- No additional field work or technical reports will be required by RCI and are not included in the scope of this work.
- Baseline surveys for cultural and tribal resources, traffic, and visual resources will be prepared by others and provided to RCI for integration into the EA.
- All meetings are assumed to be virtual; one (1) in-person CMAR meeting is included in this scope.
- This scope does not include preparation of project renderings or visual simulation.
- No standalone Biological Assessment will be required for either the Effluent Export pipeline.
- This EA is being prepared for use by USACE only to make a Finding of No Significant Impact pursuant to NEPA. It is not being prepared to meet TRPA Code of Ordinances Required Findings. Based on conversations with Nick Exline, Exline Consulting, inc., the replacement of the pipeline is assumed to be exempt from TRPA regulations. Based on IVGID's communication with the US Forest Service (USFS) Lake Tahoe Basin Management Unit, it is assumed that the project is not subject to USFS authorization as it is located entirely within the Caltrans right-of-way. Should either TRPA or USFS require a joint EA, this scope will need to be amended and the cost estimate revised.

RCI will invoice for services rendered monthly, billed on a time and materials basis in accordance with the scope of work, the cost proposal defined in this proposal letter, and with the terms and conditions outlined in the Professional Services Agreement and RCI's Fee Schedule.

If this cost proposal and work plan for the above tasks are acceptable, please complete client billing and project contact information, initial every page (Letter, Agreement & RCI Fee Schedule), and return a complete copy to our office (electronic copy is sufficient).

Once again, I appreciate the opportunity to help with this project. If you have any questions regarding this proposal, please feel free to contact me anytime.

Respectfully,



JoAnne Michael, Project Manager
Environmental Manager
joanne@rci-nv.com



Jeremy Drew
Project Principal

JM/ca

Attachments: RCI Fee Schedule

RCI JM Client _____

EXHIBIT B



2022 FEE SCHEDULE

		Billing Rate (\$)
ENGINEERING SERVICES	Principal Engineer	210.00
	Engineering Project Manager	190.00
	Senior Civil Engineer II	175.00
	Senior Civil Engineer I	165.00
	Project Engineer II	155.00
	Project Engineer I	145.00
	Staff Engineer	135.00
	Engineering Intern II	120.00
	Engineering Intern I	110.00
	Engineering Technician II ^{1/ 2/}	90.00
	Engineering Technician I ^{1/ 2/}	80.00
	Field Inspector ^{1/ 2/}	75.00
DESIGN SERVICES	Senior Designer	125.00
	Designer	115.00
SURVEYING SERVICES	Principal Surveyor	210.00
	Survey Director	190.00
	Senior Land Surveyor	170.00
	Licensed Land Surveyor	140.00
	Senior Survey Tech (LSIT) ^{1/ 2/}	130.00
	Survey Technician II ^{1/ 2/}	110.00
	Survey Technician I ^{1/ 2/}	90.00
	One-Man Survey Crew ^{1/ 2/}	145.00
	Two-Man Survey Crew II ^{1/ 2/}	195.00
	Two-Man Survey Crew I ^{1/ 2/}	170.00
	Three-Man Survey Crew ^{1/ 2/}	255.00
	Survey Drone (per day)	150.00
	^{1/} Overtime & Saturdays	1.5x regular hourly rate
	^{1/} Sunday & Holidays	2x regular hourly rate
	^{2/} These rates will be adjusted for services subject to certified payroll reporting & Prevailing wages under the Davis-Bacon Act.	
PLANNING SERVICES	Certified Planner	120.00
	Staff Planner	105.00
WATER RIGHTS SERVICES	Principal Water Rights Specialist	210.00
	Water Rights Project Manager	190.00
	Senior Water Rights Surveyor	175.00
	Water Rights Surveyor	165.00
	Senior Water Rights Specialist	155.00
	Water Rights Specialist II	130.00
	Water Rights Specialist I	120.00
	Water Rights Technician II	105.00
	Water Rights Technician I	95.00

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2022 FEE SCHEDULE

		<u>Billing Rate (\$)</u>
MAPPING SERVICES (CAD & GIS)	Mapping Specialist II	105.00
	Mapping Specialist I	100.00
	Mapping Analyst.....	90.00
	Mapping Technician II.....	80.00
	Mapping Technician I.....	70.00
ENVIRONMENTAL SERVICES	Principal Environmental Specialist	200.00
	Principal Environmental Specialist—Advisory	175.00
	Environmental Project Manager	175.00
	Certified Environmental Manager.....	170.00
	Senior Environmental Specialist II.....	150.00
	Senior Environmental Specialist I.....	140.00
	Environmental Specialist II.....	120.00
	Environmental Specialist I.....	110.00
	Environmental Technician II ^{1/}	100.00
	Environmental Technician I ^{1/}	90.00
Environmental Intern ^{1/}	75.00	
NATURAL RESOURCE SERVICES*	Principal Resource Specialist	195.00
	Resource Project Manager	170.00
	Senior Resource Specialist II.....	145.00
	Senior Resource Specialist I.....	135.00
	Resource Specialist II.....	115.00
	Resource Specialist I.....	100.00
	Resource Technician II ^{1/}	95.00
	Resource Technician I ^{1/}	85.00
	Resource Intern ^{1/}	70.00
<i>*Manager & Resource Specialist disciplines include: Biologist, Botanist, Fluvial Geomorphologist, Geologist, NEPA Specialist, Policy Specialist and Facilitator, Wildlife Biologist and Wetland Specialist</i>		
RANGE SERVICES	Principal Range Specialist	175.00
	Principal Range Specialist—Advisory	140.00
	Range Project Manager	140.00
	Senior Range Specialist II	125.00
	Senior Range Specialist I	115.00
	Range Conservationist II	100.00
	Range Conservationist I	90.00
	Range Technician II ^{1/}	80.00
	Range Technician I ^{1/}	70.00
Range Intern I ^{1/}	65.00	
<i>^{1/} Overtime & Saturdays..... 1.5x regular hourly rate</i>		
<i>Sunday & Holidays.....2x regular hourly rate</i>		

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2022 FEE SCHEDULE

		Billing Rate (\$)
ADMINISTRATIVE SERVICES	Accounting/Business Manager	100.00
	Computer Technician.....	100.00
	Accounting Staff	80.00
	Desktop Publisher	85.00
	Word Processor.....	75.00
	Secretary.....	65.00
	Technical Aide	50.00
<i>Travel Expenses</i>	<i>Mileage</i>	<i>75¢ mile</i>
	<i>ATV Use.....</i>	<i>150.00 day</i>
	<i>UTV Use</i>	<i>200.00 day</i>
	<i>Per Diem: Per State (GSA) Rates for Meals & Incidentals</i>	<i>Varies by Location</i>
	<i>Lodging</i>	<i>Cost Plus 15%</i>
<i>Copies, Prints & Plots (b/w & color)</i>	<i>8½" x 11" to 11" x 17" black/white prints & copies.....</i>	<i>15¢ each</i>
	<i>8½" x 11" to 11" x 17" color prints & copies.....</i>	<i>50¢ each</i>
	<i>24" x 36" & up black/white plots.....</i>	<i>3.00 each</i>
	<i>24" x 36" & up color plots.....</i>	<i>8.00 each</i>
	<i>24" x 36" Mylar</i>	<i>20.00 each</i>
<i>GIS Prints & Plots* (color)</i>	<i>8½" x 11" to 11" x 17" GIS color prints</i>	<i>3.00 each</i>
	<i>24" x 36" GIS color plot.....</i>	<i>15.00 each</i>
	<i>Up to 36" x 72" GIS custom color plot.....</i>	<i>20.00 each</i>
<i>* When using an aerial, photo or quad background</i>		
<i>Third-Party Administrator Fees.....</i>		<i>Cost Plus 15%</i>
<i>Other Reimbursable Expenses.....</i>		<i>Cost Plus 15%</i>
<i>Consultants/Contractors.....</i>		<i>Cost Plus 15%</i>
<i>Legal Services</i>	<i>Depositions and Preparation</i>	<i>1.5x regular hourly rate</i>
	<i>Expert Witness Testimony and Preparation</i>	<i>2x regular hourly rate</i>

Expenses

From: [Susan A. Herron](#)
To: "J Gumz"
Subject: RE: Public records request
Date: Thursday, January 5, 2023 10:43:25 AM
Attachments: [1208 - Thorndal Armstrong - Special Counsel Services.pdf](#)

Ms. Gumz,

Attached is the requested document.

Susan

From: J Gumz <j.gumz1@gmail.com>
Sent: Thursday, January 5, 2023 10:42 AM
To: Susan A. Herron <sah@ivgid.org>
Subject: Re: Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you.

There should be a Scope of Work, Scope of Services, or Description of work to be done. Please provide - thanks.

On Wed, Jan 4, 2023 at 3:04 PM Susan A. Herron <sah@ivgid.org> wrote:

Ms. Gumz,

Attached is the PDF of the requested PO.

Susan

From: J Gumz <j.gumz1@gmail.com>
Sent: Thursday, December 29, 2022 11:27 AM
To: Susan A. Herron <sah@ivgid.org>
Subject: Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms. Herron:

This is a public records request under NRS 239.
Please provide a copy by email of PO22-0217
(Thorndal) and any other purchase orders issued to this firm.

01112023-052

If there is any charge for these records, please notify me in advance.

Thank you.
J. Gumz



**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

**PURCHASE
ORDER**

P.O. NUMBER	DATE
22-0217	03/01/2022

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

Vendor Name, Address, and Number	Ship To Address And Phone Number	Please Send Invoices To
1883 Thorndal, Armstrong,Delk,Balkenbush,Eis P O Drawer 2070 Las Vegas, NV 89125-2070	 775-832-1100	Incline Village GID 893 Southwood Blvd. Incline Village, NV 89451 775-832-1100 ap@ivgid.org

LINE NO.	QUANTITY	UOM	ITEM AND DESCRIPTION	UNIT COST	EXTENDED COST	GL Coding
1	1.00	Each	Legal Services	\$25,000.00	\$25,000.00	100-10-990-6010

				TOTAL	\$ 25,000.00	
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Comments:

USER ID

The District is granted Tax Exempt Status by the State of Nevada, State ID 88-7600004-K, therefore any goods or services delivered to the District within the boundaries of the State of NV are exempt from NV sales and use tax.

All shipments should be freight prepaid F.O.B. destination. Unauthorized shipments will be returned at the seller's expense **Title and risk of loss on all items shipped shall pass to the buyer at the F. O. B. destination.**

Payments of all invoices is net 30 unless expressly written and acknowledged in writing by the District's Director of Finance or Controller. IVGID's Federal Tax ID Number is **88-0099974**.

I CERTIFY THAT THE ABOVE PURCHASE IS FOR AN EXPENDITURE AS DEFINED BY NRS 354.520 OR AN EXPENSE UNDER NRS 354.523 AND THAT THE PURCHASE ORDER HAS BEEN ENCUMBERED AS DEFINED BY NRS 354.516.

Indra Winquest General Manager