

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest, District General Manager

FROM: Paul Navazio, Director of Finance

SUBJECT: Authorize the District General Manager to Execute a Statement of Work with OpenGov, Inc. for Re-integration of the District's Financial Reporting and Transparency Tool with the Tyler Munis Financial System at a Not-to-Exceed Cost of \$16,650 (Requesting Staff Member: Director of Finance Paul Navazio)

RELATED STRATEGIC PLAN INITIATIVE(S): LONG RANGE PRINCIPLE #7 - GOVERNANCE

The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency to the greatest extent possible. Strategy - Improve and enhance civic engagement and transparency using improved web-based tools for agenda management, financial reporting and project tracking.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Board Policy 3.1.05 (f) - Conduct Meetings of the Board of Trustees

DATE: February 8, 2023

I. RECOMMENDATION

That the Board of Trustees make a motion to authorize the District General Manager to execute a Statement of Work (SOW) with OpenGov, Inc. for specific tasks associated with reintegration of the District's web-based financial reporting and transparency platform with the District's new Tyler Munis financial system, at a not-to-exceed cost of \$16,650.

II. BACKGROUND

OpenGov, Inc., provides the District with a web-based financial transparency platform through which both internal and external users can access financial information, including transaction, general ledger details, and summary financial reports. The District first entered into a Software Service Agreement with OpenGov, Inc. in 2015. The original three-year term was extended for an additional three-year term in 2017. At the Board meeting of February 10, 2021, the Board approved an additional three-year extension through November 2023. The fixed annual service fee is \$25,754.

With the new fiscal year, starting July 1, 2022, the District implemented a new enterprise-wide financial system, Tyler/Munis, to replace the legacy Innoprise financial system. The conversion to the Tyler/Munis financial system included implementation of a new Tyler-based chart of accounts as well as the conversion of five years of historical data imported from the legacy Innoprise financial system. While the cut-over to the new Tyler financial system occurred as of July 1, 2022, OpenGov continued to be linked to our legacy Innoprise financial system through the fiscal year-end close and completion of the financial audit for the fiscal year ended June 30, 2022.

The proposed Statement of Work provides for tasks required to be performed by OpenGov in order to re-map the web-based financial transparency tool with the chart of accounts implemented with the Tyler financial system conversion as well as to update the data transfer protocols to access real-time financial data from the cloud-based server hosted by Tyler technologies.

The project tasks are proposed to be completed within 6-8 weeks of execution of the Statement of Work, at a fixed price of \$16,650. While this contract amount is within the General Manager's approval authority, Board approval of this SOW is required, consistent with Board Policy 3.1.05(f) which required Board approval of contracts where funding was not specifically budgeted for in the FY2022/23 budget.

III. BID RESULTS

Not applicable.

IV. FINANCIAL IMPACT AND BUDGET

The cost of the proposed tasks to reintegrate OpenGov with the District's new Tyler/Munis financial system is \$16,650. While this specific scope of work was not contemplated at the time of adoption of the FY2022/23 budget, funding to support this work is available within the General Fund appropriations with the Information Technologies budget, under Computer Licenses and Fees (activity code 100-12-130- 7310).

V. ALTERNATIVES

As an alternative, rejecting the recommendation to authorize the Statement of

Work with OpenGov, Inc. would effectively render the financial reporting and transparency tool obsolete.

VI. COMMENTS

1. Under prior application of Board policy, this Statement of Work would have been able to be approved by the General Manager upon review of the SOW document by the District's legal counsel. The Board of Trustees has since clarified that under current Board policy 3.1.05(f), any expenditure not specifically provided for within the adopted budget must be approved by the Board of Trustees.

2. Staff notes that the quote provided by OpenGov (Attachment 2) shows a "Quote Expiration Date" of January 31, 2023 and a "Project Start Date" of February 1, 2023. We have advised OpenGov that this item is being presented to the Board of Trustees for approval at the meeting of February 8, 2023.

OpenGov has advised that the quote remains valid, provided that the SOW is executed following the 2/8 meeting.

VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT

Unknown. While it is difficult to quantify the value to the District of transparency initiatives, it should be noted that a relatively few members of the IVGID community access the OpenGov fiscal transparency tool.

VIII. BUSINESS IMPACT

Not applicable.

IX. ATTACHMENTS

1. Incline Village General Improvement District NV RT SOW DD-02998 (Updated)
2. OpenGov - Incline Village General Improvement District NV (IVGID) Quote - Q005633 (2)
3. 3.1.0 Conduct of Board of Trustees Meeting - eff 01112023

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Not applicable.



Statement of Work

Incline Village General Improvement District, NV

Creation Date: 11/10/2022
Document Number: DD-02998
Version Number: 1
Created by: Samuel Hernandez

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for the Incline Village General Improvement District (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and the Incline Village General Improvement District.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Reporting & Transparency as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Reporting & Transparency solutions to help the the Incline Village General Improvement District power a more effective and accountable government. OpenGov’s estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Incline Village, NV in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
 - a. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
 - b. Customer's Integration is unidirectional from Tyler Munis into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Reporting & Transparency Use Cases

- A. Internal Transparency and Data Access

Completion Criteria:

This activity will be considered complete when:

- Reporting & Transparency Use Cases
- Financial integration is configured

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- Training on system functionality is provided
- End User training is provided
- Agency-wide intake training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;

- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov’s request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov’s assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in “OpenGov responsibilities” section and delivers the Materials listed, if any; or
- B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of March 31, 2023 (“End Date”) or on other dates mutually agreed to between you and OpenGov.

Budgeting & Planning Suite Illustrative Timeline		Month 1	Month 2
Financial Integration			
Budget and Planning Suite	Chart of Accounts		
	Data Review/Validation		

2.8. Charges

The Services will be conducted on a fixed price basis. The fixed hours for performing the Services defined in the SOW will be **90 hours**. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

2.9. Offer Expiration Date

This offer will expire on February 28, 2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Reporting & Transparency Platform

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide up to one (1) one-hour working sessions at the beginning of the project to: <ul style="list-style-type: none"> ○ Review deliverables ○ Review technical requirements ○ Provide documentation on requirements and processes <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> ● Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants for attendance. ● Confirm deliverables. ● Gather and provide relevant data for the project.

System Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts (COA)	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Build Customer's COA in OpenGov in accordance with OpenGov technical requirements. ● Review configured COA and uploaded data and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Manage new codes ○ Edit COA ○ Create Masks 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide current COA and transactional data. ● Validate and provide sign off on COA. ● Maintain the COA following configuration.

Integrations Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Financial Integration	OpenGov will:	Customer will:

	<ul style="list-style-type: none"> ● Integrate the following functionalities: <ul style="list-style-type: none"> ○ Actuals and Budget (Revenue and Expenses) ● Extract, transform (when required) and load the data ● Build Reports for the required functionalities <ul style="list-style-type: none"> ○ Report Name ● Validate the historical data and current year data based on the Customer provided summary report. ● Schedule the current year data load ● Monitor the data load <p>OpenGov assumptions:</p> <ul style="list-style-type: none"> ● Integration is unidirectional from the Customer's Tyler Munis into OpenGov. ● The data will be linked to the Customer's COA. 	<ul style="list-style-type: none"> ● Provide an IT resource to assist the project team in the initial set-up. ● Provide assistance to understand source system specific customizations and configurations when building the data extract. ● If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location. ● Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor. ● Provide a summary data export data to validate against. ● Validate and provide sign off on the integrated data and reports.
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Appendix C: Technical Requirements

C-1: OpenGov Reporting & Transparency Platform

Reporting & Transparency Platform	
Description	Technical Requirements
Chart of Accounts (COA)	<ul style="list-style-type: none">● Flat file● .csv, .xls, .xlsx with headers● Unique codes● All active accounts and accounts with activity in the years of data being loaded into OpenGov.
Financial Data Files (Transactional Export)	<ul style="list-style-type: none">● Flat file● .csv, .xls, .xlsx with headers● 3-5 Years of Data
Financial Data Files (Summary Revenue and Expense Export)	<ul style="list-style-type: none">● PDF export

Order Number: Q005633
Created On: January 19, 2023
Quote Expiration Date: January 31, 2023
PS Start Date: February 1, 2023

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: Professional Services

Customer Information

Customer: Incline Village General Improvement District,
Bill To/Ship To: NV (IVGID)
 893 Southwood Blvd
 Incline Village NV, NV US

Contact Name: Paul Navazio
Email: pcn@ivgid.org

Order Details
Billing Frequency: Annual

Payment Terms: Net 30

PROFESSIONAL SERVICES:

Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	February 1, 2023	\$16,650.00
Services Total Amount		\$16,650.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Incline Village General Improvement District, NV (IVGID) Signature:	OpenGov, Inc. Signature:
Name: Title: Sign Date:	Name: Title: Countersign Date:



Conduct Meetings of the Board of Trustees

Policy 3.1.0

POLICY. The Board of Trustees will establish the time and place of the regular meeting of the Board of Trustees of the Incline Village General Improvement District and provide the manner in which special meetings of said District may be called, designating the meeting location, establishing the agenda and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada

Notice and conduct of all meetings shall conform with the provisions in Nevada Revised Statutes (NRS) 241.020 and NRS 281A (Ethics In Government). Meeting minutes and transcripts of meeting will be in compliance with NRS 241.035.

- 0.1 Regular Meetings.** The regular meeting times and location shall be set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or at least two of the Trustees.
- 0.3 Meeting Place.** All Board of Trustees meetings shall be held within the District.
- 0.4 Item(s) of Business/Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda and supporting materials for each meeting. The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee.

If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research. The amount of advance time required will be determined by the General Manager, based upon Board Policy, administrative procedure, and the facts in each instance.

No matter shall be heard or acted upon without all accurate and relevant materials being published with the initial publication of the Board Packet. If materials are inaccurate or missing, the agenda item



Conduct Meetings of the Board of Trustees

Policy 3.1.0

will be deferred. Delayed and/or supplemental materials shall defer an agenda item.

The agenda and Board Packet materials shall be posted on the District's website one (1) calendar week prior to the meeting.

Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair. Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item.

The item(s) of business at the regular meetings of said Board may include, but are not limited to:

- Pledge of Allegiance
- Roll call of Trustees
- Appearances/Presentations (Non-action)
- Initial Public Comment – not to include comments on General Business items with scheduled public comment
- Appearances/Presentations/Declarations/Proclamations (Action)
- Approval of Agenda
- Public Hearings (if any) – all changes to Ordinances require a Public Hearing with a minimum of a 30-day notice
- District Staff Update (if any)
 - The General Manager's monthly report
 - Once a month the General Manager is to provide a formal written report outlining the contracts/expenditures s/he approved with proper signing authority per District policy.
- Review of the long range calendar
- Legal Counsel Update (if any)
- Reports to the Board – Reports are intended to inform the Board and/or the public
 - Department liaisons' updates (if appropriate)
 - Audit Committee (if appropriate)
 - Treasurers Report (if any)



Conduct Meetings of the Board of Trustees

Policy 3.1.0

- Payment of Bills – For District payments exceeding \$50,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$50,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.
- Any other reports as deemed of value by the Treasurer. This may include a review of procurement card purchases, weekly bill pay review, etc.
- Consent Calendar (if any)
 - In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include any action which is subject to a public hearing. Consent Calendar items are:
 - Contracts for review prior to signing/execution;
 - Budgeted items with a financial impact of less than \$100,000;
 - Items that have been previously discussed by the Board of Trustees;
 - “Housekeeping” items that passage without discussion is likely;
 - Meeting minutes approval.
 - Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar". A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.
 - Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting.
 - A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.



Conduct Meetings of the Board of Trustees Policy 3.1.0

- General Business
- Reports
 - Reports are intended to inform the Board and/or the public.
- Final Public Comment
- Board of Trustees Updates
- Adjournment

0.5 Rules of Proceedings.

- a. Public Meetings. All meetings of the Board shall be in accordance with NRS 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by virtual technology shall constitute a quorum for the transaction of business. When using virtual technology, so long as there is adequate internet service, the Trustee must be on-camera to qualify for voting. In no event shall any matter be approved without the affirmative vote of three Trustees.
- c. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members, which is three (3), unless otherwise provided by statutes, including but not limited to NRS 318.280 and NRS 318.350. In the event of only three members present, the method of action must be unanimous.

The District and its Board will operate according to NRS 281A, Ethics In Government. Should a conflict of interest be a concern, the Trustee will abide by NRS 281A and potentially abstain from voting. According to NRS 241.0355, an abstention is not a vote in favor.

- d. Recording Vote. All Trustees present and voting, shall have their yes/ayes and no/nays taken on all actions taken and entered into the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any



Conduct Meetings of the Board of Trustees

Policy 3.1.0

item is not unanimous, the Chair may ask the Clerk to conduct a roll call vote.

- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.
- f. Contracts. Until this policy is modified, all contracts are to be provided to the Board for review prior to signing/execution. The Board shall designate one Trustee to review, approve the signing of any contracts, and inform the Board of said action, when time is of the essence. In addition, contracts proposed and/or estimated to exceed the signing authority in Policy 20.1.0 subparagraph 1.5 or Policy 21.1.0 subparagraph 1.6, must be approved by the Board of Trustees. The General Manager has the authority to execute contracts per Board Policy so long as the funds were budgeted for the specific purpose. All documents approved or awarded by the Board shall be signed in the name of the District by two (2) officers of the Board of Trustees, unless authorization to sign is given to another person(s) by the Board.
- g. Claims. The Board of Trustees may engage the General Manager and General Counsel to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims. Final settlement of such claims must be approved by the Board. The General Manager may accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.
- h. Litigation. The General Manager must obtain Board of Trustees authorization, at a public meeting, to initiate any lawsuit, appeal any decision or judgement, or retain legal counsel to defend a lawsuit. In addition, the role of the General Manager is to carry out the business of the Board. Any discussion, conversation, or communication between the GM and outside legal counsel require the Board to be immediately informed.



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- i. Texting. At no time during a meeting are Trustees to be making use of digital technology to communicate with others. The meetings are to conduct business by the Trustees.
- 0.6 Robert's Rules.** Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
- 0.7 Reconsideration.** Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, shall only be considered as follows:
- The General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of the District.
 - A Board action may also be scheduled for reconsideration if at least two (2) Trustees make written requests.
 - Written requests for reconsideration by any other person or party, including members of the general public, will be distributed to the Trustees but shall not be placed on the Board agenda, without the concurrence of at least two Trustees, as provided above.

If the original action was taken after a Public Hearing, a second Public Hearing shall be held in conjunction with any reconsideration.

Once placed on the agenda under the procedure established herein, the Board may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other General Business agenda item.

- 0.8 Officers of the Board.** As the first item of General Business at the first meeting of the calendar year, the Board of Trustees shall elect a Chair, Vice Chair, Treasurer, and Secretary. It is recommended that the officers of the Board rotate on a reasonable basis. Roles should



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change at least every two (2) years. Each Officers term will begin as defined by the agenda item and will continue until the next election.

According to NRS 318.085(1), the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee.

Should a vacancy occur, the Board of Trustees shall follow NRS 318.090(5) to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website.

- 0.9 Advisory Committees.** The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Unless otherwise provided for in the document creating such committee and as permitted by applicable law. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business according to Roberts Rules of Order and shall conform to all provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they are not subject to the Nevada Open Meeting Law, but a reasonable attempt is to be made to notify members of the public of their meetings. Only one (1) Board member may serve on each Advisory Committee established by the General Manager. One (1) Board member shall serve on the General



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Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager.

- 0.10 Legislative Matters.** The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting.
- 0.11 Conflict Resolution.** In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this policy shall prevail.
- 0.12 Board Meeting Synopsis.** Board meeting synopsis shall be posted on the District's website in addition to being emailed to subscribers. The synopsis is to include a list of issues brought the attention of the Board by the public, brief overviews of each agenda item and when applicable, the results of a vote.