

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss, and Approve the Agreement with the Tahoe Regional Planning Agency (TRPA) to sticker boats at the Incline Beach Boat Ramp with an approximate revenue of \$800.

DATE: May 8, 2024

I. RECOMMENDATION

Approve the agreement with the Tahoe Regional Planning Agency (TRPA) to sticker boats at the Incline Beach Boat Ramp (Attachment A).

II. BACKGROUND

The Tahoe Regional Planning Agency (TRPA) requires an updated agreement between TRPA and the District to allow the District to continue to sticker boats at the Incline Beach Boat Ramp.

III. FINANCIAL IMPACT AND BUDGET

The approximate revenue to the District is \$800.

IV. ALTERNATIVES

1. Do not approve the agreement with the Tahoe Regional Planning Agency (TRPA).

V. ATTACHMENTS

- A. Incline Village Boat Ramp agreement with Tahoe Regional Planning Agency

SERVICE AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 1st day of April, 2024 (the "Effective Date") by and between the Tahoe Regional Planning Agency, a bi-state regional planning agency created by Public Law 96-551 (1980) (hereinafter the "TRPA"), and Incline Village General Improvement District (hereinafter the "Operator") TRPA and the Operator are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Operator desires to perform and assume responsibility and obligations for the services and provision of products, as hereinafter described on the terms and conditions set forth herein; and which supersedes terms and conditions set forth in any previous Memorandum of Understanding and/or contract between TRPA and the Operator regarding aquatic invasive species.
- B. TRPA desires to contract for such services and products as hereinafter described on the terms and conditions set forth herein; and which supersedes terms and conditions set forth in any previous Memorandum of Understanding and/or contract between TRPA and the Operator regarding aquatic invasive species.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TRPA and the Operator agrees as follows:

OPERATIVE PROVISIONS

SECTION I

ENGAGEMENT AND SERVICES OF THE OPERATOR

- 1. Engagement of Operator. TRPA hereby engages the Operator, subject to the terms and conditions set forth in this Agreement, to perform the services and provide products as set forth in Exhibit "A" (the "Services and Products"). The Operator agrees to perform the Services and provide Products in accordance with the terms and conditions of this Agreement.
- 2. Performance of the Operator. The Operator accepts the relationship of trust and confidence established between TRPA and the Operator by the terms of this Agreement. The Operator covenants with TRPA to furnish its best skill, judgment and efforts, and to cooperate with TRPA and any other consultants or contractors engaged by TRPA in the provision of products and performance of the services. The Operator covenants to use its best efforts to perform its duties and obligations under this Agreement in an efficient, expeditious, and economical manner, consistent with the best interests of TRPA.
- 3. The Operator 's Personnel. The Operator shall provide adequate and experienced administrative and management personnel to perform the Services.
- 4. The Operator 's Responsibilities for Costs and Expenses. The Operator shall be responsible for all costs and expenses incurred relative to the Operator, personnel of the Operator, and subcontractors of the Operator, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

SECTION II
RESPONSIBILITIES OF THE OPERATOR

1. Personnel. The Services shall be performed by the Operator or under its supervision. The Operator represents that it possesses the professional and technical personnel required to perform the Services. TRPA retains the Operator on an independent contractor basis and the Operator is not an employee of TRPA. The personnel performing the Services on behalf of the Operator shall at all times be under the Operator 's exclusive direction and control. The Operator shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with their performance of the Services and other amounts due such personnel in connection with their performance of Services. The Operator shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The Operator shall work closely and cooperate fully with TRPA's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. The Project Administrator will administer this Agreement. The Project Administrator, or his/her designee, shall be the principal officer of the TRPA, for liaison with the Operator, and shall review and give approval to the details of the Services as they are performed. The TRPA designates Thomas Boos, Aquatic Invasive Species Coordinator, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Operator.
3. Project Manager. The Operator shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be available to the TRPA at all reasonable times. The Operator designates Sheila Leijon, Superintendent of Parks and Recreation, to be its Project Manager.
4. Time of Performance. The Products to be provided and Services to be performed by the Operator under and pursuant to this Agreement shall be conducted in accordance with the timetables contained in Exhibit 'A'.
5. Report Materials. At the completion of the Services and upon delivery of Products, the Operator shall deliver to the TRPA all documents, catalogs, quotes, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Operator, or prepared by others for the use and/or benefit of the Operator, or otherwise provided to the Operator by the TRPA or by others under this Agreement (the "Report Materials"). Any work product produced by the Operator pursuant to this Agreement and any Report Materials provided for the use/or benefit of the Operator shall be considered the property of the TRPA and shall be delivered to the TRPA upon the expiration or termination of this Agreement. Any text work product shall be submitted to TRPA together with a copy in a digital format that is compatible with either: 1) Microsoft Word for Windows, or 2) Excel for Windows. Any graphic work product submitted to TRPA in digital format must be submitted in one of the following formats: 1) Adobe Illustrator; 2) EPS (encapsulated postscript);

3) Adobe Photoshop files; 4) Tiff files; 5) Pict files; or, 6) ARC/Info graphic files. Any graphic work product prepared for TRPA shall, whenever feasible, also be submitted with a copy in digital format compatible with one of the six formats outlined above.

6. TRPA Policy. The Operator shall discuss and review all matters relating to the provision of Products and Services with the Project Administrator in advance of all critical decision points in order to ensure that the Services are provided and Products are delivered in a manner consistent with the goals and policies of the TRPA.
7. Conformance to Applicable Requirements. All aspects of the provision of Products and Services by the Operator shall at all times conform to applicable city, county, state, and federal requirements and be subject to approval of the Project Administrator and TRPA.
8. Indemnification.
 - A. TRPA shall defend, indemnify, and hold harmless the Operator and each of its officers, employees and agents from any and all liability, loss, expense (including reasonable attorneys' fees), clean-up costs, fines, or penalties arising from the introduction of aquatic invasive species into Lake Tahoe, so long as such liability, loss, expense, cleanup costs, fines or penalties is not the result of the intentional or grossly negligent acts or omissions of the Operator. Such indemnification obligation shall survive the termination of this Contract.
 - B. The Operator shall defend, indemnify, and hold harmless TRPA and each of its officers, employees and agents from liabilities, losses, claims, and causes of action, (including reasonable attorneys' fees), fines, penalties, or claims for injury or damages arising out of or resulting from the acts of Operator or its omissions, or those of their officers, agents, or employees, arising out of or in any manner connected to the work to be performed under this Contract, and from any and all fines or penalties assessed or imposed by reason thereof, except for (i) liabilities, losses, claims, or actions, or fines or penalties, arising from the introduction of aquatic invasive species into Lake Tahoe, or (ii) caused by the sole negligence or willful misconduct of TRPA and his agents, or if caused in part by the active negligence of TRPA and his agents, to the extent of their active negligence. Comparative negligence principles shall apply.
9. Standard of Care; Licenses. The Operator represents and warrants that it and all personnel engaged in providing Products and performing Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The Operator shall provide Products and perform the Services in a skillful and competent manner. The Operator shall be responsible to TRPA for any errors or omissions in the execution of its duties hereunder. The Operator represents and warrants that it and all personnel engaged in providing Products and performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Operator further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

10. Insurance. Without limiting the Operator 's indemnification of the TRPA, the Operator shall obtain, provide and maintain at its own expense during the term of this Agreement a policy or policies of insurance of the type and amounts described below, signed by a person authorized by that insurer to bind coverage on its behalf, and satisfactory to the TRPA, in its sole discretion. The Operator shall provide to the TRPA certificates of insurance and copies of policies, if requested by the TRPA, of the following insurance, with Best's Class A - or better carriers:
- (1) Workers' compensation insurance covering all employees and principals of the Operator, in a minimum amount of \$1 million per accident, effective per the laws of the State of Nevada.
 - (2) Commercial general liability insurance covering third party liability risks, including, without limitation, contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit. The Policy shall add as insured's the TRPA, its Board, Advisory Commission, officials, officers and employees, and agents for all liability arising from the Operator 's Services as described herein.
 - (3) Commercial auto liability and property insurance covering any owned and rented vehicles of the Operator in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.
 - (4) Any additional forms of insurance, which the Operator and/or TRPA determine may be necessary for its proper protection and performance of this Agreement.
 - A. Said policy or policies shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior notice has been given in writing to the TRPA. Cancellation or modification of insurance coverage may be grounds for immediate termination of this agreement. The Operator shall give TRPA prompt and timely notice of any claims made or suits instituted in association with or arising out of the Operator's performance of this Agreement.
 - B. The Operator shall include subcontracting consultants, if any, as insured's under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.
 - (5) For a public agency, the insurance requirements set forth in this provision may be met with proof of self-insurance acceptable to TRPA.

11. Prohibition Against Assignment.
 - A. The Operator shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law, without the prior written consent of the TRPA. Any attempt to do so without the prior written consent of the TRPA shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
 - B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Operator, if the Operator is a corporation or of the interest of any general partner or joint venturer or syndicate member or co-tenant of the Operator, if the Operator is a partnership or a joint venture, or a syndicate or a co-tenancy, which shall result in changing the control of the Operator, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate, or co-tenancy.
12. Progress. The Operator is responsible to keep the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Products and the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the provision of Products and Services or relative to this Agreement.
13. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the provision of Products and Services shall be made without prior written consent of the TRPA. The information which results from provision of Products and Services in this Agreement is to be kept confidential unless the release of information is authorized by TRPA.
14. Scheduling. The Operator shall generally have no obligation to work any particular schedule, provided the Operator will coordinate with the TRPA in achieving the results sought under the terms of this Agreement.
15. No Set Hours/Right to Contract. The Operator 's obligation hereunder is to complete the Services and to meet any deadlines set forth therein for the provision of Products. Except as provided herein, the Operator has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the Operator retains the right to contract for similar Services with any other entity, public or private.
16. Results. The TRPA agrees that it will have no right to control or direct the details, manner, or means by which the Operator accomplishes the results of the Services performed hereunder.

SECTION III

RESPONSIBILITIES OF TRPA

1. Compensation. In consideration of the provision of Products and performance by the Operator of the Services, the TRPA will provide to the Operator the amount/amounts as quoted and set forth in Exhibit "B" (the "Compensation")

2. Extra Work. The Operator shall not receive additional Compensation for any extra work or Products provided unless such extra work or provision of Products has been authorized by the TRPA as an amendment to this Agreement prior to the commencement of the extra work. The TRPA shall pay the Operator for extra work and/or products in accordance with the schedule set forth on Exhibit "B".

SECTION IV

TERMINATION

1. Term of Agreement. This agreement shall be effective and commence as of the date first written above and shall terminate on December 31, 2026, unless terminated earlier as set forth herein.
2. Termination. TRPA may terminate this agreement upon thirty (30) days prior written notice to the Operator. If the Agreement is so terminated, the Operator shall be compensated for all completed services rendered up to and including the day of termination.
3. Termination Upon Event of Default. TRPA may immediately terminate this Agreement upon an Event of Default, defined below. Upon a termination of this Agreement, the TRPA shall pay to the consultant the part of the Compensation which would otherwise be payable to the Operator with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
4. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Operator fails to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the consultant, of such failure to continue uncured for three (3) calendar days after the TRPA gives the Operator notice of any failure and specified the nature of such failure.
 - B. The Operator commits any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement.
5. Budget Contingency Clause

Funding for this contract is contingent on current and future authorizations from the TRPA Governing Board and/or outside funding sources. If that authorization is removed or not renewed, this Agreement shall be of no further force and effect. In this event, the TRPA shall have no liability to pay any funds whatsoever to the Operator or to furnish any other considerations under this Agreement and the Operator shall not be obligated to perform any provisions of this Agreement. TRPA shall have the option to either cancel this Agreement with no liability occurring to the TRPA, pursuant to Section IV. 2 and 3 above or offer an Agreement amendment to the Operator to reflect the reduced amount.

SECTION V
GENERAL PROVISIONS

1. Nondiscrimination by the Operator. The Operator represents and agrees that the Operator, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin, ancestry, creed, physical disability (including HIV and AIDS), medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. TRPA's Rights to Employ Other Operator. The TRPA reserves the right to employ other consultants in connection with this project.
3. Conflicts of Interest.
 - A. The Operator or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
 - B. The Operator or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
 - C. If subject to the Compact or the Act, the Operator shall conform to all requirements of the Compact or the Act, as required. Failure to do so constitutes a material breach and is grounds for termination by this Agreement by the TRPA.
4. Assignments and Subcontractors. The Operator shall not subcontract any portion of the Services or provision of Products except as expressly stated herein, without prior written consent of the TRPA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To the TRPA: Tahoe Regional Planning Agency
 Attn: Thomas Boos, AIS Prevention Coordinator
 128 Market Street
 PO Box 5310
 Stateline, Nevada 89449-5310
 775-589-5240
 tboos@trpa.org

To the Operator: Incline Village General Improvement District
 Attn: Bobby Magee, General Manager
 Address: 893 Southwood Blvd.
 Incline Village, NV 89451
 Phone: 775-832-1365
 bma@ivgid.org

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

6. Authority to Enter Agreement. The Operator warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein. If the Operator is a corporation or partnership, the Operator also warrants that it is duly organized, validly existing in good standing under the laws of the State of Nevada, and will continue to be so during the term of this Agreement
7. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
8. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
9. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
10. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
11. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
12. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not workdays.

13. Entire Agreement. This Agreement contains the entire agreement of the TRPA and the Operator and supersedes any prior or written statements or agreements between the TRPA and the Operator. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. This Agreement may be executed and transmitted by facsimile or other means of electronic communication, which signature shall be binding upon the parties as if they were original signatures.
16. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
17. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
18. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.
19. Survival. The obligations of the Operator under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 8 (Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the Services, shall survive the termination or expiration of this Agreement.
20. Incorporation of Recitals and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
 - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
21. References: All references to the Operator shall include all personnel, employees, agents, and subcontractors of the Operator.
22. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The Operator shall be responsible to ensure that no funds the Operator receives from TRPA are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. The Operator certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee

of a Member of the Legislature or Congress, or an employee of a Member of the Legislature or Congress.

24. Certification Regarding Debarment and Suspension. The Operator certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (24)(b) of this Agreement; and
- D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause of default.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

TAHOE REGIONAL PLANNING AGENCY

BY: _____
JULIE W. REGAN
EXECUTIVE DIRECTOR

Date: _____

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

BY: _____
BOBBY MAGEE,
GENERAL MANAGER

Date: _____

EXHIBIT A SCOPE OF WORK

I. Project

Watercraft Inspection Program Implementation, Data Collection/Entry and Reporting.

II. Purpose

The purpose of this contract is to establish a relationship between the Parties in order to implement the Lake Tahoe Watercraft Inspection Program (Program). This contract defines the terms and conditions under which the Parties shall cooperate and coordinate activities necessary to prevent the introduction, establishment, and spread of aquatic invasive species in the Lake Tahoe Basin.

The Parties shall cooperate in Program implementation, collection of fees, data collection and entry and reporting. These activities shall focus upon the verification of the presence of inspection seals, and exclusion of motorized watercraft not sealed, as required by the AIS Program.

Seal Inspectors are launch facility staff trained and certified by TRPA who verify whether or not a watercraft has an intact inspection seal prior to launching as described in the Lake Tahoe Region Aquatic Invasive Species Management Plan, Appendix D.

III. Task 1: Watercraft Inspection Program Implementation

1. The Parties shall work together to implement the components of the Program related to public partnerships at boat ramps, marinas, launch facilities, and boat storage or repair facilities, as outlined in the Lake Tahoe Region Aquatic Invasive Species Management Plan, Appendix D.
2. TRPA shall train and certify Operator staff to become Seal Inspectors for the Program. TRPA shall also provide additional training as needed to ensure that Seal Inspectors are knowledgeable regarding the implementation of the Program. Only trained and certified staff can perform the function of a Seal Inspector.
3. Pursuant to the training provided, as described in Section III.2. above, and as outlined in TRPA Code Subsection 63.4.2.A, Employees of the Operator shall function as TRPA designated Seal Inspectors while on duty.
 - a. Trained Seal Inspectors shall verify the presence of valid and intact Lake Tahoe AIS Program seals for all motorized watercraft prior to their launching into the waters of the Lake Tahoe Region. If the seal is not present or not intact the Seal Inspector shall deny launching and direct the boater to a watercraft inspection station.
 - b. Seal Inspectors shall notify TRPA if they discover a tampered seal on a boat that is attempting to launch.

- c. Seal Inspectors shall also inspect motorized watercraft bilges for the presence of oil or other contaminants which could be discharged into the waters of the Region.
 - d. Seal Inspectors shall remove any attached vegetation from the watercraft, trailer or tow vehicle that may be present as a result of boating in areas of Lake Tahoe that have invasive aquatic plants.
 - e. Seal Inspectors may inspect non-motorized watercraft to detect the presence and prevent the introduction of AIS. If presence of AIS is detected, the Seal Inspector shall deny launching and direct the boater to a watercraft inspection station.
 - f. Seal Inspectors are not authorized to perform inspections to allow entry of unsealed motorized watercraft.
 - g. Seal inspectors shall inform boat operators upon leaving the water and prior to issuing a new inspection seal, that bilge/drain plugs are required to be removed as mandated by TRPA Code 63.4.2.G and Nevada State Laws (NRS 488.045; NAC 488.526).
 - h. Seal Inspectors shall remind boaters of the Clean, Drain and Dry message.
4. Seal Inspectors shall document the issuance of annual Tahoe Only stickers to sealed watercraft by electronically entering sales information using the agreed upon method (Watercraft Inspection Database, Excel spreadsheet or other). Seal Inspectors shall also complete all necessary paperwork to document the sale, and/or document the launching and hauling out of watercraft.
 - a. TRPA requires data reporting on the number of stickers sold between the opening of boating season and June 30th and July 1 to the close of the boating season and may request monthly reports on an as needed basis.
 - b. TRPA may provide mobile devices or other technology to assist with this documentation. If such equipment and technology is provided, Operator shall use it in accordance with the training provided in Section III.2 above. Any such equipment shall remain the property of TRPA and any misuse, loss or damage shall be the responsibility of the Operator.
5. The Operator shall ensure that all Tahoe Only stickers and seals issued to them are kept in a secure location. Any loss of said items shall be reported to TRPA immediately.
6. The Operator shall have Seal Inspectors available to conduct seal inspections and non-motorized inspections at all hours the facility is launching watercraft. If Seal Inspectors are not present, the launch ramp must be properly secured, as required by TRPA Code Subsection 63.4.2.E. Seal Inspectors shall be available for regular training updates. Operator, Seal Inspectors and other facility staff shall be subject to regular evaluation for compliance with the Program requirements, including third party monitoring of effectiveness.
7. Upon the hauling out of watercraft, Seal Inspectors shall install a new Lake Tahoe AIS program seal in accordance with the training provided describe in Section III.2. above.

8. The Operator shall provide a list of any entity that has access to the gate at your launch facility. Submit an email to tboos@trpa.gov that includes the following:
 - a. The name of entity
 - b. Registration number of vessel and Tahoe Only Sticker Number
 - c. Purpose/reason for access
 - d. Protocols in place ensuring said entities/vessels are in compliance with the Lake Tahoe AIS Watercraft Inspection Program

This information shall be provided to TRPA staff prior to May 1 each year of the contract. If an entity is added after submittal, the Operator shall submit via email a new complete list that includes the updated information.

IV. Task 2: Operating Expenses and Oversight

1. The Operator shall provide oversight on day-to-day operations of the Program through technical and logistical oversight of the Seal Inspectors. The Operator shall identify the main point of contact for the administration of stickers and seals.
2. The Operator is responsible for providing adequate operating expenses necessary for maintaining an appropriate work environment for the Seal Inspectors and administration of the Program.

V. Task 3: Administration, Data Collection, Data Entry and Reporting

1. TRPA shall provide the Operator with a predetermined number of Tahoe Only stickers at commencement of the contract. The amount should be enough for entire season. If more stickers are necessary during the season, they shall be provided by TRPA at a rate consistent with previous season and monthly sales. TRPA has the right not to supply additional stickers if the administration, data collection and entry, and reporting requirements outlined in this Exhibit have not been met.
2. TRPA shall provide and maintain a centralized online database. The Operator shall collect and enter all required data as described above in Task 1, item 4. Inspection data shall be entered into the database within 24 hours of conducting each inspection and include all applicable data fields. TRPA understands that during peak periods of the boating season, data entry may not occur in real time. In those cases, the Operator will notify TRPA of the circumstance and a reasonable timeframe for data entry completion will be negotiated.
3. The Operator shall return to TRPA any and all unsold stickers, seals, equipment, administrative paperwork and related materials within five working days after the close of their 2024, 2025 and 2026 operating season, or on a mutually agreed upon date. TRPA will retrieve items in early October. In the event more stickers are needed after this date, the Operator shall pay for no more than 10 additional stickers and is responsible for returning all the listed items above to TRPA. If reimbursement is required, it shall be requested by the Operator upon the return of items.

**EXHIBIT B
COMPENSATION**

1. The Operator shall collect the annual fees from the sale of Tahoe Only stickers as adopted by the TRPA Governing Board, as may be amended from time to time, to fund the implementation of the Program (“Prevention Fee”). Additionally, Operator shall collect the AIS Shoreline Fee in the amount of \$12.00 per Tahoe Only Sticker (“Shoreline Fee”). The Operator shall collect fees using the Operator’s point of sale procedures and equipment.
2. The Operator shall keep 4% of Prevention Fees collected to cover the costs of the Operator in implementing this Scope of Work. The Operator will remit 96% of the Prevention Fees to TRPA by October 31, annually for each boating season. Additionally, Operator shall remit the full amount of the Shoreline Fees collected no later than October 31, annually. Should the Operator need additional Tahoe Only stickers after October 31, they shall buy them directly from TRPA as per Exhibit A.V.3.
3. The Operator shall be responsible for the full cost of any Tahoe Only sticker that has not been documented as sold and has not been returned to TRPA at the end of the 2024, 2025 and 2026 boating seasons.
4. This contract expires on December 31, 2026.

EXHIBIT C LAUNCHING UNSEALED WATERCRAFT

This Exhibit allows watercraft to launch without having an inspection seal; however a current sticker must be on the boat or with the person launching the boat.

1. The Operator will provide a list of all watercraft in the Operator's possession that are covered under this Exhibit (Appendix A).
 - a. Appendix A shall include the watercraft type, size and the registration number in the format provided by TRPA.
 - b. Appendix A shall be submitted annually before May 1.
 - c. Should the Operator take possession of watercraft not currently covered by this Contract, the Operator will have the watercraft inspected pursuant to the TRPA Code of Ordinances, and upon passing inspection, the Operator will give written notice to the TRPA amending Appendix A within 10 days of acquiring the new watercraft .
 - d. The provision of false information to the TRPA is a violation of Subsection 63.4.1.C. of the TRPA Code.
2. Pursuant to the Lake Tahoe Watercraft Inspection Plan, and as outlined in TRPA Code Section 63.4., the Operator will not function as TRPA designated watercraft inspectors. The Operator will be responsible for ensuring and documenting that the Watercraft listed in Appendix A, as may be amended from time to time, are free of aquatic invasive species and only launch in the waters of Lake Tahoe.
3. The Operator is not authorized to launch any watercraft not currently listed in Appendix A, or any watercraft listed in Appendix A that has been last launched into a body of water other than Lake Tahoe.
4. A copy of this Exhibit will function as a seal inspection for the purposes of TRPA Code Section 63.4 for watercraft listed in Appendix A. The Operator will provide a copy of this Exhibit when asked by a TRPA designated seal inspector or watercraft inspector as evidence that the watercraft was last launched in Lake Tahoe. The Operator also agrees to remove drain plugs while the vessel is being transported in order to drain any onboard water to limit the in-basin transfer of aquatic invasive species.
5. The TRPA may physically verify that the watercraft listed in Appendix A have not launched into another body of water other than Lake Tahoe and may also physically verify that Appendix A lists all watercraft in the possession of the Operator.
6. For documentation of sticker sales, record the contract number #24C00038 on the Sticker Sale Tracking Form.
7. This exhibit negates all previous Memorandums of Understanding previously executed.