

MEMORANDUM

TO: Board of Trustees

THROUGH: Karen Crocker, Interim District General Manager / Director of Parks and Recreation

FROM: Kate Nelson, Director of Public Works

SUBJECT: Review, Discuss, and Approve an Agreement to Support the Upgrade of ESRI ArcMap to ArcGIS Pro; FY 2024/25 Public Works; Utilities; Shared: Operating #20002297-7310; Contractor: Pro West Associates; in the Amount not to Exceed \$6,100. (Requesting Staff Member: Director of Public Works Kate Nelson) p ages 365 - 373

**RELATED FY 2023
STRATEGIC PLAN**

BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT

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

LONG RANGE PRINCIPLE #3 - FINANCE

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

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

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

**RELATED DISTRICT
POLICIES, PRACTICES,
RESOLUTIONS OR
ORDINANCES**

Purchasing Policy for Goods and Services
21.1.0

DATE: November 13, 2024

I. RECOMMENDATION

That the Board of Trustees make a Motion to:

1. Approve the Agreement with Pro West Associates to Support the Upgrade of ESRI ArcMap to ArcGIS Pro; FY 2024/25 Utilities Shared: Operating #20002297-7310 in the Amount of \$6,100; and,
2. Authorize the Interim General Manager to Execute the Agreement.

II. BACKGROUND

ESRI has notified all users that the ArcMap software will enter the mature support phase from March 2024 to February 2026 and will be retired in March 2026. ArcMap is primarily used by Public Works staff for tracking District Venue, Residential, and Commercial water and sewer asset requirements. This includes project (CIP) planning and implementation, construction inspections, as well as preventive and corrective asset maintenance.

In response to the upcoming retirement of ArcMap, Public Works is planning to upgrade to ESRI's ArcGIS Pro, which offers more modern features and capabilities. To ensure a smooth implementation and transfer of data as well as being able to provide continuity of operations, Public Works will engage Pro West Associates, an ESRI partner. Pro West will review our current software and server configurations, assess department workflows, upgrade to the new software, apply the necessary licenses, and provide training for relevant Public Works staff.

To optimize administrative time, the software upgrade will be scheduled to coincide with the renewal of our current ESRI license agreement, which occurs every three years, with the next renewal scheduled for January 14, 2025.

III. BID RESULTS

This work is not subject to competitive solicitation due to the dollar amount of the agreement.

IV. FINANCIAL IMPACT AND BUDGET

The proposed agreement with Pro West Associates totals \$6,100. This expense

will be covered by the operating services and supplies budget from the Utility Fund (200 Fund), specifically from GL account 20002297-7310 (Computer Licenses and Fees), which has an available budget of \$91,753 for 2024 as of the date of this memo (Attachment 2).

V. ALTERNATIVES

No alternatives are presented.

VI. COMMENTS

The Agreement between the District and Pro West Associates has been reviewed and approved by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

- 1. ProWest Associates Purchase Order
- 2. Attachment 2_G4_Utilities License 7310

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

CIP No.	Purchase Order No.
CONTRACTOR	INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Pro West Associates 8239 State 371 NW PO Box 812 Walker, MN 56484	Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Mary Rosenthal 775-832-1247 / mfr@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

Background:

ESRI has notified all users that its ArcMap software will enter the mature support phase from March 2024 to February 2026 and will be retired in March 2026. ArcMap is primarily used by Public Works staff for tracking District Venue, Residential, and Commercial water and sewer asset requirements. This includes project (CIP) planning and implementation, construction inspections, as well as preventive and corrective asset maintenance.

In response to the upcoming retirement of ArcMap, Public Works is planning to upgrade to ESRI's ArcGIS Pro, which offers more modern features and capabilities. To ensure a smooth transition and continuity of operations, Public Works will engage Pro West Associates, an ESRI partner, to provide support services. Pro West will review our current software and server configurations, assess department workflows, upgrade to the new software, apply the necessary licenses, and provide training for relevant Public Works staff.

Services:

PWA will provide up to 40 hours of support services on an as-needed basis, to be used within 12 months from PO signature date. This is not an all-inclusive list and additional services may be requested as needed by IVGID:

1. Infrastructure & Software
 - a. Hardware/Software analysis
 - b. Esri software upgrades
 - c. Service packs/patches
 - d. System design and best practices
 - e. Esri Enterprise deployment support
 - i. ArcGIS Server
 - ii. Portal
 - iii. Pro
 - iv. Data Store
 - v. Web Adaptor
 - f. Troubleshooting
 - g. Training
 - h. Other Esri software as needed

2. System Integration
 - a. Third party system Integration with GIS solutions and/or databases
 - i. Including Asset & Billing Databases
 - ii. Map Service Publishing
 - b. Strategic planning
 - c. Third party system assessment
 - d. Training
 - e. Troubleshooting
3. Desktop GIS
 - a. Training
 - b. Troubleshooting
 - c. Custom tools
4. GIS Data Development
 - a. Any ongoing data maintenance required (a few examples below)
 - i. Address or road updates
 - ii. Zoning data
 - iii. Parcel updates
 - iv. Landuse data

Price: \$6,100 fixed fee, to be paid in full upon signing of a contract.

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such

an action. If Contractor's obligation to defend, indemnify,

and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

SIGNATURE PAGE – PURCHASE ORDER

[SIGNATURE PAGE FOLLOWS]

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

By: _____
Karen Crocker
Interim General Manager

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

CONTRACTOR:

Agreed to:

By *Kendis Scharenbroich* _____
Signature of Authorized Agent
Kendis Scharenbroich

Print or Type Name and Title

10-30-2024 _____

Date



Incline Village General Improvement Dist

YEAR-TO-DATE BUDGET REPORT

FOR 2025 13

	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
200 Utility Fund							
20002297 Utilities Water Shared Expense							
22 Water							
7310 Computer License & Fees							
20002297 7310 Computer License	103,000	0	103,000	11,246.90	.00	91,753.10	10.9%
TOTAL Utilities Water Shared Expense	103,000	0	103,000	11,246.90	.00	91,753.10	10.9%
TOTAL Utility Fund	103,000	0	103,000	11,246.90	.00	91,753.10	10.9%
TOTAL EXPENSES	103,000	0	103,000	11,246.90	.00	91,753.10	
GRAND TOTAL	103,000	0	103,000	11,246.90	.00	91,753.10	10.9%

** END OF REPORT - Generated by Kathryn Nelson **