



PO Box 915  
Zephyr Cove, NV 89448  
775-586-1610 x 21

# Board Meeting Agenda

October 19, 2017

10:00 AM (estimated 2 hour duration)

**Location:** Douglas County Library, 233 Warrior Way, Zephyr Cove, NV 89448

**Call in Information:** (515) 739-1034, code 341249#

## Agenda Item

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### 1 Call to Order

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### 2 Supervisor Roll Call

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### 3 Pledge of Allegiance

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### 4 Approval of the Agenda

This is the tentative schedule for the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay the discussion relating to an item on the agenda at any time.

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### 5 Public Interest Comments (No Action)

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**Possible Changes to Agenda Order and Timing.** Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

**Posted:** Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Dana Olson at PO Box 915, Zephyr Cove, NV 89448; or email [dolson@ntcd.org](mailto:dolson@ntcd.org); or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at <http://ntcd.org/html/board.php>

## CONSENT CALENDAR

The consent calendar consists of items 6 and 7 below. Items appearing on the Consent Calendar are items that can be adopted with one motion unless pulled by a Supervisor or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda or may be continued until another meeting.

### Motion to approve the Consent Calendar

## Agenda Items

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### 6 Agency Reports, Discussion/Possible Action

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**A For Possible Action: Natural Resources Conservation Service (NRCS) report**

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**B For Possible Action: National Association of Conservation Districts (NACD) report**

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**C For Possible Action: Department of Conservation and Natural Resources  
Conservation District Program report**

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**D For Possible Action: Nevada Association of Conservation Districts (NvACD)  
report**

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### 7 Discussion/Possible Action (Business)

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**A For Possible Action: Approval of the Board of Supervisors meeting minutes for  
July 20, 2017** 3

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**B For Possible Action: Contract Amendment to the Nevada Division of  
Environmental Protection Lake Clarity Crediting Program Registration and  
Implementation Grant.** 8

District Manager Kelly signed an amendment with Nevada Division of Environmental Protection for the Lake Clarity Crediting Program Registration and Implementation Grant to extend the contract by one year till March 31, 2019.

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**C For Possible Action: Approval of the 2017 Fiscal Year Annual and Financial  
Report.** 9

This was completed and sent to State Conservation Commission at the end of September.

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**D For Possible Action: Approval of the NTCD financial reports for August 2017.** 27

As of 8/31/17, the District's Fund balance was \$106,827. This represents the District's available spendable resources, or assets less liabilities. August had a surplus of \$5,185. The surplus was due to having minimal extra expenses this month and normal spending by staff to the general fund. This is the District's 2<sup>st</sup> month of the new fiscal year.

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# ADMINISTRATIVE CALENDAR

## Agenda Items

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### 8 Consent Calendar items pulled for further discussion

Item(s) pulled from the Consent Calendar will be heard at this time.

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### 9 For Possible Action: Approval of the NTCD financial reports for Sept 2017.

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As of 9/30/17, the District's Fund balance was \$111,353. This represents the District's available spendable resources, or assets less liabilities. August had a surplus of \$4,527. The surplus was due to less General Fund spending by the staff than average. This is the District's 3<sup>rd</sup> month of the fiscal year.

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### 10 For Possible Action: Approval of the New Contract Agreement with Tahoe Resource Conservation District for Lake Clarity Crediting Program Registration and Implementation Grant

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A new contract with the Tahoe Resource Conservation District for Lake Clarity Crediting Program Registration and Implementation needs to be approved. This contract is for \$5,400 and spanning from October 1, 2017 to December 31, 2018.

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### 11 For Possible Action: Approval of the New Contract Agreement with United States Forest Service (USFS), Nevada Department of Transportation (NDOT) and Douglas County for Kahle Water Quality Basin Implementation Grant and Interlocal Agreement

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New contracts for the amounts of \$540,000 from USFS, \$225,000 from NDOT and \$410,000 for the Kahle Water Quality Basin Implementation Project. This project will start November 1, 2017 and complete December 31, 2018. Agreements have not been finalized, but due to the quick turnaround time, it is necessary that the Board discuss it now.

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### 12 For Possible Action: Electing a Voting Representative to the Nevada Association of Conservation Districts (NvACD) Annual Meeting

The NvACD Annual Meeting is November 7<sup>th</sup> in Minden, Nevada. NTCD needs to elect a voting delegate to represent the District in this meeting.

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### 13 For Possible Action: Updating Key Executives and Removing Owner of Wells Fargo Business Account

Jason Brand is the Key executive and Dan St John is the Owner of the NTCD bank account. Wells Fargo requires a board motion to update these account managers.

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### 14 For Possible Action: Staff Report

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### 15 Supervisor's Comments

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### 16 Public Interest Comments

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### 17 For Possible Action: Motion to Adjourn

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PO Box 915  
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775-586-1610 x 21

## Board Meeting Minutes

July 20, 2017  
10:00 AM

**Location:** The Douglas County Library, 233 Warrior Way, Zephyr Cove, NV

<b>Present:</b>	Supervisor G. Smith	L. Coe, NRCS Representative
	Supervisor Cook (via telephone)	M. Kelly, District Manager
	Supervisor Nelson	D. Olson, Asst. District Manager
	Supervisor McCarthy	
	Supervisor Sarnoff	
	Supervisor Perlman-Whyman	
	Supervisor Martin	

**Absent:** Supervisor Berkbigler

### Agenda Item

1 Call to Order by Supervisor Smith

2 Supervisor Roll Call (see above)

3 Pledge of Allegiance

4 Approval of the Agenda

Approved by Supervisor Martin, seconded by Supervisor Perlman-Whyman, motion carried unanimously.

5 Public Interest Comments (No Action): None

**Possible Changes to Agenda Order and Timing.** Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

**Posted:** Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

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## CONSENT CALENDAR

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### Motion to approve the Consent Calendar

## Agenda Items

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### 6 Agency Reports, Discussion/Possible Action

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#### **A For Possible Action: Natural Resources Conservation Service (NRCS) report.**

L. Coe presented Analog Dam information from a project that was just completed.

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#### **B For Possible Action: National Association of Conservation Districts (NACD) report**

Supervisor Perlman-Whyman presented on the summer meeting in Iowa. Discussed considering a possible workshop for strategic planning for the District. Next national meetings are in January in Nashville, Tennessee.

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#### **C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report**

No report provided

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#### **D For Possible Action: Nevada Association of Conservation Districts (NvACD) report**

Supervisor Perlman-Whyman made note that NvACD is working on making local issues more national and that regional and national issues have impact on the District.

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### 7 Discussion/Possible Action (Business)

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#### **A For Possible Action: Approval of the Board of Supervisors meeting minutes for June 20, 2017**

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#### **B For Possible Action: National Association of Conservation Districts Urban Agriculture Grant Agreement**

District Manager Kelly signed a grant agreement with National Association of Conservation Districts for the Urban Agriculture Grant for \$19,868.

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# ADMINISTRATIVE CALENDAR

## Agenda Items

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### **8 Consent Calendar items pulled for further discussion**

Item(s) pulled from the Consent Calendar will be heard at this time.

6a, 6b and 6d were pulled for discussion. See above for notes. Approved by Supervisor Martin, seconded by Supervisor Nelson, motion carried unanimously.

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### **9 For Possible Action: Approval of the NTCD financial reports for July 2017.**

Asst. Dist. Manager Olson presented. As of 6/30/17, the District's Fund balance was \$101,221. This represents the District's available spendable resources, or assets less liabilities. June had a deficit of \$10,355. Liability insurance for the year of \$4,517 was paid. Two employees took vacations which accounted for \$4,662 of additional General Fund spending than average. Also our quarterly POOL/PACT payment of \$984 was paid. This is the District's 1<sup>st</sup> month of the new fiscal year. Approved by Supervisor Sarnoff, seconded by Supervisor Perlman-Whyman, motion carried unanimously.

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### **10 For Possible Action: Update of Herbicide use in the Tahoe Keys**

Supervisor Glen Smith presented draft letters regarding Tahoe Keys Property Owners Association against the use of herbicides in Lake Tahoe. Supervisor Martin brought up the recommendation that the letters should revolve more on the fact that NTCD is against the use of herbicides being treated as an exemption of the Water Quality Control Plan for the Lahontan Region. If herbicides are to be used, the use should go through the entire regulatory process and all other options should be exhausted. Supervisor McCarthy noted that an exemption would put more burden on the regional water providers if herbicide do show up in drinking water. Letters will be sent out to: Tahoe Resource Planning Agency, Nevada Division of Environmental Protection, the Lahontan Regional Water Quality Control Board, California State Water Board and Tahoe Resource Conservation District. Approved by Supervisor Smith, seconded by Supervisor Martin, motion carried unanimously.

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### **11 For Possible Action: Moody Donations**

District Manager Kelly presented that there is a balance of \$806.91 of donations given to the district. It was decided that the funds should be used for staff hours to sustain area around the plaque. Approved by Supervisor Martin, seconded by Supervisor McCarthy, motion carried unanimously.

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### **12 For Possible Action: Reminder of the need of Board of Supervisors Pictures for New Website**

Asst. Dist. Manager Olson stated that the new website is Live including the new Board of Supervisor's page. The District is asking for individual pictures of each Board for this page.

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### **13 For Possible Action: Staff Report**

District Manager Kelly reported the District received the National Association of Conservation District's Urban Agriculture grant. Also Zephyr Cove got its first rain event since construction and handled it well. Discussed the potential of bear proof composting in Tahoe. Burke Creek will be receiving a Best in Basin award from TRPA.

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### **14 Supervisor's Comments**

Supervisor Perlman-Whyman will be in Tuscan for next meeting.

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Supervisor Martin mentioned to be sensitive of wildfire this time of year.

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**16 Public Interest Comments**

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**17 For Possible Action: Motion to Adjourn**

Approved by Supervisor McCarthy, seconded by Supervisor Perlman-Whyman, motion carried unanimously.

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**PROJECT SUMMARY**  
for  
**Lake Clarity Crediting Program Registration and Implementation**

**NTCD Program:** Nevada Tahoe Conservation District

**Contractual Parties:** Nevada Tahoe Conservation District (NTCD) and Nevada Division of Environmental Protection (NDEP)

**Contract Amount:** \$100,000.00 from NDEP for NTCD staff time, supplies and equipment

**Effective Dates:** October 15, 2015 – December 31, 2017- EXTENDED to March 31, 2019

**Project Summary:** The project completion date was extended to March 31, 2019 to accommodate fulfillment of the deliverables. The contract amount has not been adjusted.

This project will assist Washoe County and the Nevada Department of Transportation (NDOT) to fulfill obligations and commitments contained in Interlocal Agreements (ILA) with the NDEP. The NTCD will work closely with Washoe County and NDOT to accomplish the Lake Clarity Crediting Program process and document attainment of the ten percent load reduction milestone and associated credit targets for both jurisdictions. Specifically, pollutant controls identified in the jurisdictions' load reduction plans will be registered and inspected using the updated suite of stormwater tools. Furthermore, NTCD will facilitate the update of ILAs currently set to expire in August 2016 by recalculating jurisdictional baseline loads. An additional \$111,566.16 of in-kind match from Washoe County and NDOT

**Scope of Services Summary:** The NTCD's tasks include communication and coordination with the project funders (NDEP, Washoe County and NDOT). NTCD will coordinate with jurisdictions and NDEP to identify and determine a catchment registration priority and timeline. NTCD will review and prepare baseline and expected condition modeling scenarios for pollutant control registrations in PLRM V2.1. Then register pollutant controls in CAP. NTCD will be performing BMP RAM or condition inspections which will include; Road RAM inspections, BMP RAM inspections, parcel BMP verifications and results will entered into appropriate database. NTCD will also recalculate jurisdictional baseline loads using PLRMv2.1 and produce a Draft and Final Technical Memorandum comparing results from PLRMv1. Contracts for match and subcontractors will be included in agreements with Washoe County and NDOT.



NEVADA TAHOE  
CONSERVATION DISTRICT



FY 2017 ANNUAL REPORT  
July 1<sup>st</sup>, 2016 to June 30<sup>th</sup>, 2017

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## **MISSION STATEMENT**

***“ TO PROMOTE THE CONSERVATION AND IMPROVEMENT OF THE LAKE TAHOE BASIN’S NATURAL RESOURCES BY PROVIDING LEADERSHIP, EDUCATION AND TECHNICAL ASSISTANCE TO ALL BASIN USERS.”***

## **VISION STATEMENTS**

### **Organization**

***“TO BE A HIGHLY RESPECTED AND EFFECTIVE CONSERVATION ORGANIZATION IN THE LAKE TAHOE BASIN WITH SUFFICIENT AND SUSTAINED FUNDING TO MEET OUR CONSERVATION EFFORTS.”***

### **Natural Resource**

***“A NEVADA LAKE TAHOE BASIN WHERE NATURAL RESOURCES AND NATURAL BEAUTY ARE PROTECTED AND ENHANCED IN HARMONY WITH THE USE AND ENJOYMENT OF RESIDENTS AND VISITORS.”***

## **DISTRICT SUPERVISORS\***

### **SUPERVISORS – EXECUTIVE COMMITTEE**

**Glen Smith, Chair**

**Doug Martin, Representing Carson City, Vice Chair**

**Cary Sarnoff, Secretary/Treasurer**

### **SUPERVISORS**

**Maureen McCarthy, PhD**

**Bob Cook**

**Barbara Perlman-Whyman**

**Marsha Berkbigler, Representing Washoe County**

**Dave Nelson, Representing Douglas County**

## **DISTRICT STAFF\***

**MEGHAN KELLY–DISTRICT MANAGER/SENIOR PROJECT ENGINEER**

**MARK THORPE - ADMINISTRATOR**

**DANA OLSON – ASSISTANT DISTRICT MANAGER**

**DOMI FELLERS – ENVIRONMENTAL SCIENTIST**

**MONICA GRAMMENOS – PROJECT ENGINEER**

**CHRISTOPHER WAETCHER – STAFF ENGINEER**

**\*NTCD Board of Supervisors and Staff as of June 30<sup>th</sup>, 2017**

# **INTRODUCTION**

## **NEVADA TAHOE CONSERVATION DISTRICT**

The Nevada Tahoe Conservation District (NTCD) is one of approximately 3,000 Conservation Districts functioning in all 50 States and U.S. Territories. Conservation Districts are subdivisions of State government and are unique locally led conservation agencies. Districts provide resource management and technical assistance to land occupiers (owners, renters, and producers) as well as work cooperatively with Federal, State, and Local governments in the delivery of conservation programs.

The Nevada Tahoe Conservation District is one of 28 Conservation Districts functioning under the auspices of Nevada Revised Statute, Chapter 548. The District is a Governmental Subdivision of the State of Nevada and a public body corporate created in 1976. Prior to July 1<sup>st</sup>, 1976 the land area that now makes up the NTCD was part of a larger Conservation District known as the Tahoe Verdi Conservation District. Local leaders realized the unique natural resource issues of the Lake Tahoe Basin and realigned District boundaries to create the NTCD. They believed the realignment would allow for more effective conservation management of Lake Tahoe's natural resources. Now the District encompasses all of the land in the Lake Tahoe Basin residing in the State of Nevada including portions of Douglas and Washoe Counties and the Carson City Rural Area.

The Nevada Tahoe Conservation District is Nevada Lake Tahoe's local conservation agency and source for technical assistance in the areas of erosion and conservation management. The District is a non-regulatory and grant funded agency that works closely with its Federal, State, and Local partners to deliver conservation programs to the Nevada Lake Tahoe Community. The District is guided by a Board of Supervisors made up of elected and appointed community leaders. The Board of Supervisors provides direction to the District's full time staff in carrying out the District's mission statement, vision statements, and guiding principles. As described in our mission statement, the District seeks to provide its constituents with superior technical assistance, educational resources, and conservation leadership with the goal of protecting Lake Tahoe's natural resources.

## **DISTRICT ADMINISTRATION AND OPERATIONS**

Included in our accomplishments during the past year was the completion of the FY 2017 audit. The audit showed a financial outlook for the District which continues to reflect a financial position of accountability. Internal controls are in place to insure the solvency of the District's funds.

The District submitted its Indirect Cost Rate with the Department of the Interior for the year 2018. The rate was approved in February 2017.

Other administration and operations accomplishments for fiscal year 2017:

- Successfully held eight regular board meetings.
- Participation in national and state conservation programs.
- The FY 2017 audit was completed with no findings.
- Successfully met all deliverable requirements of the Conservation Commission.
- District Staff and Supervisors continued to provide support for the NvACD.

# **FY 2017 PROJECT UPDATES**

## **WATER QUALITY AND EROSION CONTROL PROJECTS**

Scientists, researchers, and water quality specialists in the Lake Tahoe Basin have identified untreated storm water runoff, eroding soils, and impaired or disturbed stream environment zones (SEZ) as key threats to the water quality of Lake Tahoe. The District's Water Quality and Erosion Control (WQEC) Program is focused on identifying and correcting areas where point and non-point source pollution from stormwater runoff, eroding soils, and impaired SEZs are negatively impacting the quality of Nevada Lake Tahoe surface and ground waters.

In partnership with the Nevada Division of State Lands (NDSL), Nevada Division of Environmental Protection (NDEP), jurisdictions such as the Nevada Department of Transportation (NDOT) and Douglas and Washoe County, as well as other basin agencies, the District identifies and prioritizes critical areas and projects. Once projects have been identified, the District works diligently to assist project proponents in obtaining funding from Federal, State, and Local sources to design and construct the projects. During project design, the District, its grantors, and a project-specific Technical Advisory Committee provide technical oversight to ensure the project meets the natural resource, water quality, and community objectives of the WQEC Program.

NTCD continues working on several Water Quality and Restoration Projects with NDSL and under the State of Nevada Tahoe bond act, NDEP under the Nonpoint Source Program, NDOT under the gas tax funding, TRPA Mitigation funding from each Douglas and Washoe County, and federal funding sources such as the US Forest Service and Bureau of Reclamation. The cooperative effort between these agencies has led to several design and implementation projects including the Rosewood Creek Restoration Project.

### **Rosewood Creek Restoration Project - Continuation**

The purpose of the Rosewood Creek Restoration Project - Continuation is to continue to stabilize portions of the Third Creek watershed to reduce sediment loads to Lake Tahoe. Nearly a half mile of creek was restored as part of a project completed in October 2015. A new project was authorized by the Bureau of Reclamation to address a 400 foot section of creek just downstream from this restored reach. Design started on this reach in May 2017 and construction is planned for 2018. Monitoring is ongoing through FY 2020 to determine the project's contribution to water quality improvements.





**New channel, culvert, and floodplain at Rosewood Creek Area A SEZ Restoration continues to undergo monitoring**

### **Burke Creek HWY 50 Crossing and Realignment Project, Phase I & II**

This project is a partnership with NTCD, USFS, NDOT and Douglas County to implement the Burke Creek HWY 50 Crossing and Realignment Project. Phase I of the Project installed a new culvert under HWY 50, improved conveyance and drainage along HWY 50, removed a portion of the Douglas County parking lot and restored the area to stream channel and floodplain, and addressed channel entrenchment and head cuts upstream. NTCD engineers and consultants completed the design of the project in May 2016 and this phase was constructed August – October 2016. Phase 1 is currently undergoing revegetation through October 2017. Phase II created a new branching channel downstream of HWY 50 on USFS land and construction stormwater treatment for NDOT runoff. USFS crews led Phase II construction, NTCD assisted with plan review and permitting. Phase 2 construction is scheduled to be completed October 2017. The Project is funded through USFS, NDOT, Douglas County and NDSL.



**Construction on Burke Creek Crossing Project, September 2016**



**Completed Burke Creek Project in May 2017, the photo on the right is the future site of Phase 2, currently underway**

### **Pittman Terrace Water Quality Improvement Project**

This project is a partnership with NTCD, NDOT, Douglas County and the Pittman Terrace neighborhood to implement water quality and erosion control improvements in the Pittman Terrace community to address NDOT runoff generated from HWY 50. Funding is through NDEP, NDSL and NDOT. Funding was secured from all partners in April 2017. An alternatives analysis was completed in January 2017 and a preferred alternative was selected in Spring 2017. 50 percent design is currently underway. The project is expected to be constructed in Spring 2018.

### **Incline Village Green Infrastructure Project**

This project will result in the installation of 6 to 8 green infrastructure sites in the Washoe County Right-of-Way in Incline Village to treat stormwater runoff in high pollutant loading catchments. NTCD is using part of the hydrologic and pollutant loading knowledge gained during the Asset Inventory Project and Stormwater Load Reduction Plan Projects coupled with the LID BMP effectiveness knowledge gained from the Hybrid BMP Project to construct rain gardens and bio-swales to maximize runoff treatment. NTCD staff in FY 2017 worked on permitting, planning and design components. The goal of the project is to reduce stormwater pollutant loading to Lake Tahoe by installing distributed rain gardens in the Washoe County Right-of-Way. Construction activities are planned for Spring of 2018.

### **Zephyr Cove GID Water Quality Improvement Project**

This project resulted in the construction of new conveyance pipe and a stormwater treatment basin on USFS land to treat runoff from the NDOT right-of-way and outfall treatments to treat overflow and some runoff from the Zephyr Cove GID neighborhood. Funding is provided by USFS SNPLMA Round 12, NDSL Bond Act, NDEP, and NDOT. NTCD acted as the overall project manager and design engineer. The project was constructed in phases that occurred in September and October 2016 and May and June of 2017 and completed July 7, 2017.





**Zephyr Cove GID Water Quality Improvement Project: Left, installation of storm drain, Right, Newly constructed basin collecting runoff.**

## MONITORING AND MODELING PROJECTS

NTCD's environmental monitoring program is designed to provide answers to the scientific and natural resource questions of Lake Tahoe's resource managers. The program delivers these answers by the following means:

- Evaluation of environmental restoration projects
- Inventory of Basin-wide project accomplishments
- Inventory of Nevada's stormwater assets
- NDEP compliance monitoring
- Stream health and water quality
- Advanced stormwater treatment analysis
- Pollutant Load Reduction Modeling
- Sediment Load Reduction Planning

### Lake Clarity Crediting Program Implementation & Registration

The 2014 Stormwater Load Reduction Plans and subsequent Annual Stormwater Reports for each of the Nevada jurisdictions of Washoe County (WC), Douglas County (DC) and the Nevada Department of Transportation (NDOT) in the Lake Tahoe Basin demonstrate their capability of meeting the 5, 10 and 15 year Lake Tahoe Total Maximum Daily Load (TMDL) load reduction goals. The plans and reports were essential for laying out how each jurisdiction will meet their TMDL load reduction obligations under an Interlocal Agreement (ILA) with the Nevada Department of Environmental Protection (NDEP). The Lake Clarity Crediting Program (LCCP) Implementation & Registration project prioritized registration activities toward TMDL compliance for WC and NDOT only; Douglas County performed the registration and implementation in-house. After a steep learning curve on the steps involved in a registration for all parties (NTCD, WC, NDOT and NDEP) and a complete transfer and code re-write of the LCCP Tools (BMP RAM, Road RAM and CAP), both WC and NDOT have completed successful registrations and credit declaration. Washoe County registered road operations and 2 BMP registrations. NDOT successfully registered and declared credits for their road operations and continues to work towards a BMP registration. NTCD will complete both the Road RAM and BMP RAM requirements by September 30, 2017 for water year 2017. The project completed the

recalculation of the Baseline Pollutant Loads for both Washoe County and NDOT in September 2016.

### **Washoe County Support Services**

Provide GIS, Inventory, and modeling support (time and materials) to Washoe County to help complete a series of products for the TMDL including defining and characterizing an Urban Planning Catchment, mapping all stormwater assets, and running several Pollutant Load Reduction Model (PLRM) configurations.

### **Rosewood Creek Water Quality Monitoring**

NTCD received additional funding to continue monitoring on Rosewood Creek with the goal of quantifying the restoration's impact on meeting the Tahoe TMDL. The sampling systems above Northwood Blvd. and below SR28 continue to be operational and are monitoring Rosewood Creek flow above and below the Area A restoration. With the new funding, an additional monitoring station above SR28 was installed to separate the impact of SR28 road runoff. These efforts continued through FY 17 with the current grant and through FY 2020 with a new grant recently awarded.

### **Invasive Weeds**

The Nevada Department of Agriculture and the Truckee River Fund funded an invasive weed project in Incline Village. The project focused on removing Spotted Knapweed, Bull thistle, and Teasel located in the Rosewood Creek and Third Creek areas of Incline Village, along with providing the Incline Village Parks & Recreation grounds crew invasive weed training to continue removing and treating the private parcels owned by the Incline Village General Improvement District. The project closed September 2016.



**Invasive Weeds - Bull Thistle**

### **Tahoe Yellow Cress**

The NTCD attended Tahoe Yellow Cress meetings. The District had limited funding for outreach and education efforts to inform lake front homeowners about Tahoe Yellow Cress. Work performed toward these efforts was funded by the Tahoe Truckee Community Foundation.

Nevada Tahoe Conservation District

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September 21, 2017

Annual Report Fiscal Year 2017

The funding pays for NTCD to conduct these activities and work with the AMWG group on the goal of maintaining habitat for Tahoe Yellow Cress. This Project assisted in protection of important Tahoe yellow cress (TYC) habitat, helping to insure enhancement, recovery, and protection of the species. In the past, NTCD provided education about TYC to the general public through 5 volunteer stewardship plantings and outreach at 9 other events. It created 10 sites specific TYC conservation plans and planted at 4 different private properties. NTCD propagated of 1500 Tahoe yellow cress plants that were used on these private and public planting for this project. All of these activities support the Tahoe yellow cress Conservation Strategy by engaging private lakefront landowners in TYC stewardship and educating the general public about TYC. Other focuses of these funds was collaboration on the conservation strategy update, work with partners on a Safe Harbor Agreement application and assistance with survey of entire lakeshore for TYC.



Tahoe Yellow Cress

### **Community Watershed Planning**

NTCD continued to make progress on this project originally funded by the United States Environmental Protection Agency (US EPA - SNPLMA) with continuation funding through 207 from the NRCS. The project's goals are to assist private property owners, commercial businesses, and local jurisdictions with TMDL implementation through a community-based watershed approach. The intent is to focus the community on implementation and maintenance of individual and merged BMPs for protection and restoration of water quality. Through an integrated strategy for community outreach, education and information sharing, the NTCD will increase the communities' knowledge of restoration objectives, opportunities for improving environmental stewardship, and continuation of the BMP retrofit program. This project aims to connect the private and public works EIP projects while being adapted to local community priorities. The NTCD continues to provide BMP assistance, BMP area planning assistance, maintenance verification protocols development and conservation planning assistance to two focus communities. Kahle Drive and the Oliver Park GID are the communities that NTCD has most recently focused efforts.

In these focus areas, project accomplishments include:

- Identified watershed stakeholders and engaged them in the community scale restoration scoping, targeting EIP and TMDL implementation. Provided coordinated outreach and education efforts within communities to avoid duplication and conflicting messages, and make the best use of available resources.
- Coordination and application of scientific information specific to the watershed areas.



- Assistance with TMDL catchment registration and tools training for such activities.

Direct project benefits will include source control, assisting jurisdictions in meeting environmental standards, and enhancement of natural/pre-development hydrologic cycle. Secondary effects/benefits include increased understanding and awareness of local environmental issues amongst community members, ability to transfer technology across sub-watersheds, and promoting regional stormwater management approaches where these are superior to individual parcel-based BMP retrofits.

## **COMMUNITY PARTNERSHIPS**

During Fiscal Year 2017, funding was provided by each of the three local county governments within NTCD's boundaries to support NTCD's conservation efforts. The funds provided by Douglas and Washoe Counties, and Carson City has and will continue to be essential to NTCD operations.

### **DOUGLAS COUNTY BOARD OF COMMISSIONERS**

NTCD received \$25,000 from the Board of Douglas County Commissioners for general assistance funding. Douglas County also provides NTCD with legal support through its District Attorney's office.

### **CARSON CITY BOARD OF SUPERVISORS**

Although there are very few developed areas within the Carson City Rural Area, the Board of Supervisors has recognized the benefits of protecting Lake Tahoe Basin natural resources, for the thousands of residents and visitors who vacation and recreate in the basin. The District supports the City's engineering department with residential BMP information.

### **WASHOE COUNTY BOARD OF COMMISSIONERS**

Washoe County continues to partner with NTCD on various projects in the Lake Tahoe Basin including the new Incline Village Green Infrastructure Project and Catchment Registration Projects.

The general fund funding provided by Douglas County enables NTCD to leverage a small amount of funding into larger projects such as the Burke Creek Highway 50 Crossing and Realignment Project and the upcoming Kahle Water Quality Basin Implementation Project. NTCD would like Washoe County to reinstate general fund assistance and has presented to the Washoe County Board of County Commissioners in February 2017 on the matter. General fund assistance is critical for activities like grant writing and project planning.

### **OTHER PARTNERS**

NTCD is involved in several other partnerships in addition to our Community Partnerships. NTCD currently has Memorandums of Understanding or contracts with the USDA Natural Resources Conservation Service, the United States Environmental Protection Agency, the Nevada Division of Environmental Protection, the Nevada Division of State Lands, and the Tahoe Regional Planning Agency. We are fortunate to have such a diverse and engaged group of partners who are dedicated to natural resource issues at Lake Tahoe.

Working groups are also an important partnership NTCD is actively involved with. Our current participation includes:

- Lake Tahoe Interagency Monitoring Program
- South Tahoe Environmental Education Coalition
- Lake Tahoe Basin Weed Coordinating Group
- Stormwater Quality Improvement Committee
- Nevada Tahoe Water Suppliers Association
- TRPA Pathway Technical Working Groups
- TRPA Pathway Forum
- Lake Tahoe Federal Advisory Committee
- Nevada Stormwater Association
- Tahoe Interagency Executive Committee
- Washoe Tribe of Nevada
- University of Nevada Cooperative Extension
- Parasol Foundation
- Tahoe Yellow Cress Adaptive Management Working Group and Executive Committee.

## **FUNDING**

Nevada Tahoe Conservation District funding during FY 2017 was provided by Local, State and Federal partners including:

### **LOCAL**

Washoe County  
Douglas County  
Carson City  
Cave Rock Estates GID  
Tahoe Truckee Community Foundation  
Tahoe Resource Conservation District

### **STATE**

NV Division of State Lands  
NV Division of Conservation Districts  
NV Division of Environmental Protection  
NV Division of State Lands  
NV Division of Forestry  
NV Department of Agriculture  
NV Department of Transportation  
California Department of Transportation

### **FEDERAL**

USDI Bureau of Reclamation  
USDA Natural Resource Conservation Service  
USDA Forest Service  
US Environmental Protection Agency

### **Private**

Truckee River Fund  
Zephyr Cove GID  
Wildscape Engineering, Inc.

A comprehensive overview of the District's finances is available in our FY – 2017 annual audit. A copy of which is available at the district.

***YEAR-END FINANCIAL REPORT***  
**NEVADA TAHOE CONSERVATION DISTRICT**  
**SUMMARY OF RECEIPTS**

For the Fiscal Year Ending June 30, 2017

<b>RECEIPT SOURCE</b>	<b>AMOUNT</b>
-----------------------	---------------

State Funds	4000
County Funds	25000
City Funds	
Other Government Funds (specify)	
Administrative Income (specify)	140142
Interest – CD, Savings and Checking	
Grants for projects (specify)	2,199,613
Rental Income (equipment, etc.)	
Contributions	
Building/Property Rental Fees	
Other Sources of Income	
<b>TOTAL INCOME</b>	<b>2,235,285</b>

***YEAR-END FINANCIAL REPORT***

***FINAL FINANCIAL REPORT DUE SEPT. 30<sup>TH</sup>***  
***TO: STATE CONSERVATION COMMISSION***  
***CONSERVATION DISTRICTS PROGRAM***  
***901 S. STEWART STREET #101, CARSON CITY, NV 89701***  
***PHONE (775) 684-8600 FAX- (775) 684-2715***

*Page 1 of 4*



# NEVADA TAHOE CONSERVATION DISTRICT

## SUMMARY OF EXPENDITURES

For the Fiscal Year Ending June 30, 2017

<b><u>EXPENDITURE</u></b>	<b><u>AMOUNT</u></b>
Employee Salary	312779
Fringe Benefit Expense	134,997
Travel	
Building Rent	15000
Telephone	4542
Insurance	4995
Postage	802
Copying Expense	4310
Office Supplies	11253
Education & Information Expenses	
Equipment Purchase (specify)	
Equipment Expenses (maintenance, repair, operation)	14525
Dues – NvACD	1200
Dues – NACD	200
Dues – Other	684
Mileage	1138
Investments (specify)	
Internet	36
Bond and Insurance Expenses	
Project Costs:	
Cumulative subcontractor pass through	1701732
Other Expenses (specify)	
Professional Fees	11169
Other expenses not categorized	4081
<b><i>TOTAL EXPENSES</i></b>	<b>2,223,443</b>

**FINAL FINANCIAL REPORT DUE SEPT. 30<sup>TH</sup>**  
**TO: STATE CONSERVATION COMMISSION**  
**CONSERVATION DISTRICTS PROGRAM**  
**901 S. STEWART STREET #101, CARSON CITY, NV 89701**  
**PHONE (775) 684-8600 FAX- (775) 684-2715**

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# NEVADA TAHOE CONSERVATION DISTRICT

## FINANCIAL SUMMARY

For the Fiscal Year Ending June 30, 2017

**1. BEGINNING OF YEAR FUND BALANCE:**

(Must Equal Funds Reported From End of Previous Fiscal Year)

a.	List all bank accounts:	
	Certificate of Deposit .....	\$ _____
	Checking Account .....	\$ <u>28,215</u>
	Savings Account .....	\$ _____
b.	Cash on hand .....	\$ <u>50</u>
c.	Total fund balance.....	\$ <u>28,265</u>
d.	Accounts receivable grants.....	\$ <u>148,851</u>
e.	Accounts payable.....	\$ <u>50,644</u>
f.	Total funds available.....	\$ <u>126,472</u>

**2. END OF YEAR FUND BALANCE:**

a.	List all bank accounts:	
	Checking Account .....	\$ <u>27312</u>
	Savings Account .....	\$ _____
b.	Cash on hand .....	\$ _____
c.	Total fund balance.....	\$ <u>27312*</u>
d.	Accounts receivable grants.....	\$ <u>474,421</u>
	1. Grant #1 <u>See attached</u> - \$ _____	
	2. Grant #2 _____ - \$ _____	
e.	Accounts payable.....	\$ <u>368,264</u>
	1. Item #1 <u>See attached</u> - \$ _____	
	2. Item #2 _____ = \$ _____	
f.	Total funds available.....	\$ <u>133,469</u>

**3. SUMMARY:**

a.	Beginning of year fund balance (1.c. above).....	\$ <u>28,251</u>
b.	Plus total receipts (from Receipt Summary) .....	\$ _____
c.	Less total expenditures (from Expense Summary) ....	\$ <u>2,196,555</u>
d.	Must equal end-of-year fund balance (2.c. above) .....	\$ <u>_____*</u>

\*(3d. will not equal 2c. The revenue reported at 6/30/16 is not fully received.)

**4. ASSETS: List all assets (equipment, land, buildings, etc.) and estimate their value:**

a.	Vehicles .....	\$ <u>10,000</u>
b.	Equipment.....	\$ <u>20,000</u>
c.	.....	\$ _____

FINAL FINANCIAL REPORT DUE SEPT. 30<sup>TH</sup>  
 TO: STATE CONSERVATION COMMISSION  
 CONSERVATION DISTRICTS PROGRAM  
 901 S. STEWART STREET #101, CARSON CITY, NV 89701  
 PHONE (775) 684-8600 FAX- (775) 684-2715

Page 3 of 4

# NEVADA TAHOE CONSERVATION DISTRICT

For the Fiscal Year Ending June 30, 2017

## USE OF STATE APPROPRIATED MONEY

Amount of State Appropriated Money: \$ 4000

Money Spent:

Category (specify) Administrative \$ 4000

Matching Funds Spent:

Category (specify) \$ .00

Balance Remaining: \$ 0.00



Authorized Signature:

Name and Title: Dana Olson, Assistant District Manager Date: 9-25-2017

NEVADA TAHOE CONSERVATION DISTRICT

*FINAL FINANCIAL REPORT DUE SEPT. 30<sup>TH</sup>*  
*TO: STATE CONSERVATION COMMISSION*  
*CONSERVATION DISTRICTS PROGRAM*  
*901 S. STEWART STREET #101, CARSON CITY, NV 89701*  
*PHONE (775) 684-8600 FAX- (775) 684-2715*

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		<b>INCOME AND EXPENSE REPORT</b>	<b>GENERAL FUND</b>	<b>GENERAL FUND</b>		<b>Percent of year =</b>	<b>17%</b>
		<b>NV TAHOE CONSERVATION DIST.</b>	<b>Aug</b>	<b>YTD July 2017 -June 2018</b>	<b>Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% of Budget</b>
	<b>General Fund</b>						
	<b>Community Grants-Income</b>						
	Carson City				3,000.00	(3,000.00)	0%
	Douglas County				25,000.00	(25,000.00)	0%
	NV Division of Conser. District				4,000.00	(4,000.00)	0%
	Washoe County Community Grant					0.00	0%
	<b>Total Community Grants-Income</b>		<b>0.00</b>	<b>0.00</b>	<b>32,000.00</b>	<b>(32,000.00)</b>	<b>0%</b>
	<b>Grants-Income</b>					0.00	
	Administration Fee Income					0.00	
	Personnel Cost Income					0.00	
	Wages Weighted Rate-Grant Income					0.00	
	Grants-Income - Other					0.00	
	<b>Total Grants-Income</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	
	<b>Income-Pass Thru Subcontractor</b>					0.00	
	<b>Interest</b>					0.00	
	<b>Miscellaneous Income</b>			(0.01)		(0.01)	
	<b>Prior Year Income</b>					0.00	
	<b>Services Rendered</b>						
	<b>Vehicle Use Income</b>					0.00	
	<b>Wage Reimbursements</b>					0.00	
	<b>Indirect Cost Income-Ge (GL Shows in Expense Category)</b>		12,463.65	23,001.18	140,500.00	(117,498.82)	0.16
	<b>TOTAL INCOME</b>		<b>12,463.65</b>	<b>23,001.17</b>	<b>172,500.00</b>	<b>(149,498.83)</b>	<b>0.13</b>
	<b>EXPENSES</b>						
	<b>Advertising-Expense</b>					0.00	0.00
	<b>Building Expense</b>						
	Building Repairs/Maint-Expense		90.00	180.00	1,680.00	1,500.00	0.11
	<b>Total Building Expense</b>		<b>90.00</b>	<b>180.00</b>	<b>1,680.00</b>	<b>1,500.00</b>	
	<b>Conference &amp; Training-Expense</b>						
	Food					0.00	
	Lodging					0.00	
	Parking					0.00	
	Registration Fees					0.00	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other			995.00		(995.00)	1.00
	<b>Total Conference &amp; Training-Expense</b>		<b>0.00</b>	<b>995.00</b>	<b>2,000.00</b>	<b>1,005.00</b>	<b>0.50</b>
	<b>Deposit Security</b>					0.00	0.00
	<b>Donation-Expense</b>					0.00	0.00
	<b>Dues and Subscriptions-Expense</b>						0.00
	Membership/Dues District					0.00	0.00
	Membership/Dues Staff					0.00	0.00
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
	<b>Total Dues and Subscriptions-Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>
	<b>Equipment-Expense</b>					0.00	

	Cell Phones					
	Computer Hardware & Software		45.00	6,610.00	6,565.00	
	Computer Maintenance & Repair			500.00	500.00	
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment		409.92	5,000.00	4,590.08	
	Repairs & Maintenance Equipment				0.00	0.00
	Telephone System				0.00	
	Equipment-Expense - Other				0.00	0.00
<b>Total Equipment-Expense</b>		<b>0.00</b>	<b>454.92</b>	<b>12,110.00</b>	<b>11,655.08</b>	<b>0.04</b>
<b>Indirect Cost (See Excel Income Section)</b>						
	Administrative Cost-Grants				0.00	
	Indirect Cost - Other				0.00	
<b>Total Indirect Cost See Revenues above</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Insurance-Expense</b>					0.00	
	E&O/Prop/ Liability Insurance		4,516.93	5,000.00	483.07	0.90
<b>Total Insurance-Expense</b>		<b>0.00</b>	<b>4,516.93</b>	<b>5,000.00</b>	<b>483.07</b>	<b>0.90</b>
<b>Meetings Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>
<b>Miscellaneous Expense</b>						
<b>Other Expenses</b>				<b>0.00</b>		
<b>Professional Fees-Expense</b>						
	Audit		26.99	12,500.00	12,473.01	
	Bank fees	10.58	36.92	600.00		
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	
<b>Total Professional Fees-Expense</b>		<b>10.58</b>	<b>63.91</b>	<b>13,400.00</b>	<b>13,336.09</b>	<b>0.00</b>
<b>Rents and Leases</b>						
	Office Space Lease	1,250.00	2,500.00	15,000.00	12,500.00	0.17
	Storage Rents					
	Rents and Leases-Other				0.00	0.00
<b>Total Rents and Leases</b>		<b>1,250.00</b>	<b>2,500.00</b>	<b>15,000.00</b>	<b>12,500.00</b>	<b>0.17</b>
<b>Service Charges</b>					<b>0.00</b>	<b>0.00</b>
<b>Subcontractor Fees-Expense</b>					0.00	
	2nd Nature				0.00	
	Biological by Design				0.00	
	High Sierra Water Lab				0.00	
	Hughes Weed Control				0.00	
	Jacobs, Jack P.E.				0.00	
	Nichols Consulting Engineers				0.00	
	Round Hill GID				0.00	
	Other			0.00	0.00	
<b>Total Subcontractor Fees-Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Supplies-Expense</b>						
	Office Supplies		80.73	2,000.00		
	Photocopies					

	Postage and Delivery		(8.50)	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other			500.00	500.00	
<b>Total Supplies-Expense</b>		<b>0.00</b>	<b>72.23</b>	<b>3,700.00</b>	<b>3,627.77</b>	<b>0.02</b>
<b>Telecommunications</b>						
	Cell Phone				0.00	
	Internet Fees	120.00	120.00	150.00	30.00	
	Long Distance				0.00	
	Phone Services		292.17	5,000.00	4,707.83	
	Telephone-Expense - Other				0.00	
<b>Total Telecommunications-Expense</b>		<b>120.00</b>	<b>412.17</b>	<b>5,150.00</b>	<b>4,737.83</b>	<b>0.08</b>
<b>Vehicles-Expense</b>					0.00	
	District Vehicle Use	(322.08)	(452.09)	(2,500.00)		
	Fuel-Expense		106.19	2,000.00	1,893.81	
	License & Maintenance			1,500.00	1,500.00	
	Mileage Reimbursement Expense			100.00		
	Vehicle Fuel Reimbursement Expense					
	Vehicle					
<b>Total Vehicles-Expense</b>		<b>(322.08)</b>	<b>(345.90)</b>	<b>1,100.00</b>	<b>1,445.90</b>	<b>(0.31)</b>
<b>Wages</b>						
	Payroll Clearing Account	(1,414.54)	(291.58)			
	Wages-Administrator	0.00	151.23			
	Wages - Asst. Dist. Mgr (DO)	5,312.42	10,586.63			
	Wages-ES III (DF)	1,377.53	4,958.54			
	Professional Engineer (MG)	1,154.00	3,073.64			
	Professional Engineer (MK)	3186.51	8,023.24			
	Wages-Staff Engineer	1,194.59	1,743.97			
	Wages - Other	(0.72)	(0.39)			
	Uncompensated Absence-Reimb Exp	(4,789.20)	(8,383.47)			
<b>Total Wages</b>		<b>6,020.59</b>	<b>19,861.81</b>	<b>110,000.00</b>	<b>90,138.19</b>	<b>0.18</b>
<b>Wages-Overhead/Fringe</b>					0.00	
	Long Term Disability	109.22	257.91	1,860.00		
<b>Total Wages-Overhead/Fringe</b>		<b>109.22</b>	<b>257.91</b>		<b>1,602.09</b>	
	<b>Total Wages/Ovrhead</b>	<b>6,129.81</b>	<b>20,119.72</b>	<b>110,000.00</b>	<b>91,740.28</b>	<b>0.18</b>
<b>Revolving Account</b>						
	<b>TOTAL EXPENSES (No Indirect included)</b>	<b>7,278.31</b>	<b>28,968.98</b>	<b>172,500.00</b>	<b>143,531.02</b>	<b>0.17</b>
	<b>NET REVENUE OVER/(UNDER) EXPENSES</b>	<b>5,185.34</b>	<b>(5,967.81)</b>			
	<b>Fund Balance (total equity)</b>	<b>\$ 106,827</b>				

## Nevada Tahoe Conservation District

## Balance Sheet

As of August 31, 2017

	Aug 31, 17
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Petty Cash	0.86
Wells Fargo - General 2513204	71,078.94
Total Checking/Savings	71,079.80
Accounts Receivable	
Accounts Receivable	100,286.78
Total Accounts Receivable	100,286.78
Total Current Assets	171,366.58
Other Assets	
Prepaid expenses	1,200.00
Total Other Assets	1,200.00
<b>TOTAL ASSETS</b>	<b>172,566.58</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	25,647.41
Total Accounts Payable	25,647.41
Other Current Liabilities	
Deferred Income-Moody donations	806.91
Deferred Income - Demo garden	750.00
Deferred Income - NACD	19,086.27
Liab.Uncompensated Absences	18,548.26
Payroll Liabilities	
457 Payable	289.91
NV Unemployment Bond Factors Pa	138.08
NV Unemployment Payable	473.22
Total Payroll Liabilities	901.21
Total Other Current Liabilities	40,092.65
Total Current Liabilities	65,740.06
Total Liabilities	65,740.06
Equity	
Opening Balance	11,724.59
Prior Earnings	101,069.74
Net Income	-5,967.81
Total Equity	106,826.52
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>172,566.58</b>

**Nevada Tahoe Conservation District**  
**A/R Aging Summary**  
**As of August 31, 2017**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Cal Trans Task #3	3,652.92	0.00	196.66	330.82	0.00	4,180.40
Cal Trans Task Order #5	0.00	0.00	118.15	316.53	0.00	434.68
NDEP Green Infrastructure	5,661.53	0.00	0.00	0.00	0.00	5,661.53
NDEP Program Reg	7,869.86	0.00	0.00	0.00	0.00	7,869.86
NDOT Pittman	0.00	0.00	2,354.27	0.00	0.00	2,354.27
NDOT ZC	660.47	0.00	3,521.72	0.00	0.00	4,182.19
NDSL Green St Infrastructure	0.00	0.00	6,595.95	0.00	0.00	6,595.95
NDSL Pittman	4,312.57	0.00	0.00	0.00	0.00	4,312.57
NRCS	3,369.73	0.00	3,463.87	0.00	0.00	6,833.60
TRCD SNPLMA Monitoring	0.00	0.00	0.00	0.00	1,019.27	1,019.27
USBOR RWC Continuation	9,444.26	0.00	0.00	0.00	0.00	9,444.26
USFS BCX	15,562.37	0.00	12,675.90	0.00	0.00	28,238.27
Washoe Co. 100% Parcel BMPs	0.00	0.00	0.00	55.64	0.00	55.64
Wildscape CalTrans Y-Trout	3,142.79	0.00	2,786.01	1,641.70	2,209.79	9,780.29
Wildscape Hassett Marinas	2,673.99	0.00	454.75	1,273.40	0.00	4,402.14
Wildscape TKM	1,607.45	0.00	1,212.88	850.71	1,250.82	4,921.86
<b>TOTAL</b>	<b><u>57,957.94</u></b>	<b><u>0.00</u></b>	<b><u>33,380.16</u></b>	<b><u>4,468.80</u></b>	<b><u>4,479.88</u></b>	<b><u>100,286.78</u></b>



4:17 PM

10/02/17

**Nevada Tahoe Conservation District**  
**A/P Aging Summary**  
 As of August 31, 2017

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Balance Hydrologics, Inc.	6,456.84	0.00	2,442.50	0.00	0.00	8,899.34
Desert Research Institute	2,977.28	0.00	0.00	0.00	0.00	2,977.28
Kingsbury Hardware	22.98	0.00	0.00	0.00	0.00	22.98
Monica Grammenos AP	64.58	0.00	0.00	0.00	0.00	64.58
PERS, State of Nevada	8,004.22	0.00	0.00	0.00	0.00	8,004.22
Sierra Ecotone Solutions	5,680.08	0.00	0.00	0.00	0.00	5,680.08
Western Nevada Supply	0.00	0.00	0.00	0.00	-1.07	-1.07
<b>TOTAL</b>	<b><u>23,205.98</u></b>	<b><u>0.00</u></b>	<b><u>2,442.50</u></b>	<b><u>0.00</u></b>	<b><u>-1.07</u></b>	<b><u>25,647.41</u></b>

		<b>INCOME AND EXPENSE REPORT</b>	<b>GENERAL FUND</b>	<b>GENERAL FUND</b>		<b>Percent of year =</b>	<b>25%</b>
		<b>NV TAHOE CONSERVATION DIST.</b>	<b>Sept</b>	<b>YTD July 2017 -June 2018</b>	<b>Budget</b>	<b>Variance Favorable (Unfavorable)</b>	<b>% of Budget</b>
	<b>General Fund</b>						
	<b>Community Grants-Income</b>						
	Carson City				3,000.00	(3,000.00)	0%
	Douglas County				25,000.00	(25,000.00)	0%
	NV Division of Conser. District				4,000.00	(4,000.00)	0%
	Washoe County Community Grant					0.00	0%
	<b>Total Community Grants-Income</b>		<b>0.00</b>	<b>0.00</b>	<b>32,000.00</b>	<b>(32,000.00)</b>	<b>0%</b>
	<b>Grants-Income</b>					0.00	
	Administration Fee Income					0.00	
	Personnel Cost Income					0.00	
	Wages Weighted Rate-Grant Income					0.00	
	Grants-Income - Other					0.00	
	<b>Total Grants-Income</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	
	<b>Income-Pass Thru Subcontractor</b>					0.00	
	<b>Interest</b>					0.00	
	<b>Miscellaneous Income</b>			(0.01)		(0.01)	
	<b>Prior Year Income</b>					0.00	
	<b>Services Rendered</b>						
	<b>Vehicle Use Income</b>					0.00	
	<b>Wage Reimbursements</b>					0.00	
	<b>Indirect Cost Income-Ge</b> (GL Shows in Expense Category)		13,881.58	36,882.76	140,500.00	(103,617.24)	26%
	<b>TOTAL INCOME</b>		<b>13,881.58</b>	<b>36,882.75</b>	<b>172,500.00</b>	<b>(135,617.25)</b>	<b>21%</b>
	<b>EXPENSES</b>						
	<b>Advertising-Expense</b>					0.00	0%
	<b>Building Expense</b>						
	Building Repairs/Maint-Expense		135.00	315.00	1,680.00	1,365.00	19%
	<b>Total Building Expense</b>		<b>135.00</b>	<b>315.00</b>	<b>1,680.00</b>	<b>1,365.00</b>	
	<b>Conference &amp; Training-Expense</b>						
	Food					0.00	
	Lodging					0.00	
	Parking					0.00	
	Registration Fees					0.00	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other			995.00		(995.00)	
	<b>Total Conference &amp; Training-Expense</b>		<b>0.00</b>	<b>995.00</b>	<b>2,000.00</b>	<b>1,005.00</b>	<b>50%</b>
	<b>Deposit Security</b>					0.00	
	<b>Donation-Expense</b>					0.00	
	<b>Dues and Subscriptions-Expense</b>						
	Membership/Dues District					0.00	
	Membership/Dues Staff					0.00	
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
	<b>Total Dues and Subscriptions-Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0%</b>
	<b>Equipment-Expense</b>					0.00	

	Cell Phones					
	Computer Hardware & Software	979.97	1,024.97	6,610.00	5,585.03	16%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	402.30	812.22	5,000.00	4,187.78	16%
	Repairs & Maintenance Equipment				0.00	
	Telephone System				0.00	
	Equipment-Expense - Other	234.99	234.99		(234.99)	
<b>Total Equipment-Expense</b>		<b>1,617.26</b>	<b>2,072.18</b>	<b>12,110.00</b>	<b>10,037.82</b>	<b>17%</b>
<b>Indirect Cost (See Excel Income Section)</b>						
	Administrative Cost-Grants				0.00	
	Indirect Cost - Other				0.00	
<b>Total Indirect Cost See Revenues above</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>
<b>Insurance-Expense</b>					0.00	
	E&O/Prop/ Liability Insurance		4,516.93	5,000.00	483.07	90%
<b>Total Insurance-Expense</b>		<b>0.00</b>	<b>4,516.93</b>	<b>5,000.00</b>	<b>483.07</b>	<b>90%</b>
	Meals - Expense				0.00	
	Meetings Expense - Other	8.99	8.99		(8.99)	
<b>Meetings Expense</b>		<b>8.99</b>	<b>8.99</b>	<b>500.00</b>	<b>500.00</b>	<b>0%</b>
<b>Miscellaneous Expense</b>						
<b>Other Expenses</b>				<b>0.00</b>		
<b>Professional Fees-Expense</b>						
	Audit			12,500.00	12,500.00	0%
	Accounting		26.99		(26.99)	
	Bank fees	22.78	59.70	600.00	540.30	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
<b>Total Professional Fees-Expense</b>		<b>22.78</b>	<b>86.69</b>	<b>13,400.00</b>	<b>13,313.31</b>	<b>1%</b>
<b>Rents and Leases</b>						
	Office Space Lease	1,250.00	3,750.00	15,000.00	11,250.00	25%
	Storage Rents					
	Rents and Leases-Other				0.00	
<b>Total Rents and Leases</b>		<b>1,250.00</b>	<b>3,750.00</b>	<b>15,000.00</b>	<b>11,250.00</b>	<b>25%</b>
<b>Service Charges</b>		<b>12.00</b>	<b>12.00</b>		<b>(12.00)</b>	<b>100%</b>
<b>Subcontractor Fees-Expense</b>					0.00	
	2nd Nature				0.00	
	Biological by Design				0.00	
	High Sierra Water Lab				0.00	
	Hughes Weed Control				0.00	
	Jacobs, Jack P.E.				0.00	
	Nichols Consulting Engineers				0.00	
	Round Hill GID				0.00	
	Other			0.00	0.00	
<b>Total Subcontractor Fees-Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Supplies-Expense</b>						

	Office Supplies	21.40	102.13	2,000.00		
	Photocopies					
	Postage and Delivery	14.00	5.50	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other			500.00	500.00	0%
<b>Total Supplies-Expense</b>		<b>35.40</b>	<b>107.63</b>	<b>3,700.00</b>	<b>3,592.37</b>	<b>3%</b>
<b>Telecommunications</b>						
	Cell Phone				0.00	
	Internet Fees		120.00	150.00	30.00	80%
	Long Distance				0.00	
	Phone Services	584.34	876.51	5,000.00	4,123.49	18%
	Telephone-Expense - Other				0.00	
<b>Total Telecommunications-Expense</b>		<b>584.34</b>	<b>996.51</b>	<b>5,150.00</b>	<b>4,153.49</b>	<b>19%</b>
<b>Vehicles-Expense</b>					0.00	
	District Vehicle Use	(300.15)	(752.24)	(2,500.00)		
	Fuel-Expense	105.89	212.08	2,000.00	1,787.92	11%
	License & Maintenance			1,500.00	1,500.00	0%
	Mileage Reimbursement Expense			100.00		
	Vehicle Fuel Reimbursement Expense					
	Vehicle					
<b>Total Vehicles-Expense</b>		<b>(194.26)</b>	<b>(540.16)</b>	<b>1,100.00</b>	<b>1,640.16</b>	<b>-49%</b>
<b>Wages</b>						
	Payroll Clearing Account	(285.38)	(576.96)			
	Wages-Administrator	0.00	151.23			
	Wages - Asst. Dist. Mgr (DO)	3,835.29	14,421.92			
	Wages-ES III (DF)	711.35	5,669.89			
	Professional Engineer (MG)	674.18	3,747.82			
	Professional Engineer (MK)	2999.59	11,022.83			
	Wages-Staff Engineer	475.79	2,219.76			
	Wages - Other	(0.44)	(0.83)			
	Uncompensated Absence-Reimb Exp	(2,667.87)	(11,051.34)			
<b>Total Wages</b>		<b>5,742.51</b>	<b>25,604.32</b>	<b>110,000.00</b>	<b>84,395.68</b>	<b>23%</b>
<b>Wages-Overhead/Fringe</b>					0.00	
	Long Term Disability	140.86	398.77	1,860.00		
<b>Total Wages-Overhead/Fringe</b>		<b>140.86</b>	<b>398.77</b>	<b>1,860.00</b>	<b>1,461.23</b>	<b>21%</b>
	<b>Total Wages/Ovrhead</b>	<b>5,883.37</b>	<b>26,003.09</b>	<b>111,860.00</b>	<b>85,856.91</b>	<b>45%</b>
<b>Revolving Account</b>						
	<b>TOTAL EXPENSES (No Indirect included)</b>	<b>9,354.88</b>	<b>38,323.86</b>	<b>172,500.00</b>	<b>134,176.14</b>	<b>22%</b>
	<b>NET REVENUE OVER/(UNDER) EXPENSES</b>	<b>4,526.70</b>	<b>(1,441.11)</b>			
	<b>Fund Balance (total equity)</b>	<b>\$ 111,353</b>				

**Nevada Tahoe Conservation District**  
**Balance Sheet**  
**As of September 1, 2017**

	Sep 1, 17
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Petty Cash	0.86
Wells Fargo - General 2513204	70,789.03
<b>Total Checking/Savings</b>	70,789.89
Accounts Receivable	
Accounts Receivable	100,286.78
<b>Total Accounts Receivable</b>	100,286.78
<b>Total Current Assets</b>	171,076.67
<b>Other Assets</b>	
Prepaid expenses	1,200.00
<b>Total Other Assets</b>	1,200.00
<b>TOTAL ASSETS</b>	<b>172,276.67</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	29,369.18
<b>Total Accounts Payable</b>	29,369.18
<b>Other Current Liabilities</b>	
Deferred Income-Moody donations	806.91
Deferred Income - Demo garden	750.00
Deferred Income - NACD	19,086.27
Liab.Uncompensated Absences	18,548.26
<b>Payroll Liabilities</b>	
NV Unemployment Bond Factors Pa	138.08
NV Unemployment Payable	473.22
<b>Total Payroll Liabilities</b>	611.30
<b>Total Other Current Liabilities</b>	39,802.74
<b>Total Current Liabilities</b>	69,171.92
<b>Total Liabilities</b>	69,171.92
<b>Equity</b>	
Opening Balance	11,724.59
Prior Earnings	101,069.74
Net Income	-9,689.58
<b>Total Equity</b>	103,104.75
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>172,276.67</b>

**Nevada Tahoe Conservation District**  
**A/R Aging Summary**  
**As of September 30, 2017**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Cal Trans Task #3	0.00	3,652.92	0.00	196.66	330.82	4,180.40
Cal Trans Task Order #5	216.47	0.00	0.00	118.15	316.53	651.15
NDEP Green Infrastructure	6,694.60	5,661.53	0.00	0.00	0.00	12,356.13
NDEP Program Reg	0.00	7,869.86	0.00	0.00	0.00	7,869.86
NDOT LCCP Reg & Imp	7,164.04	0.00	0.00	0.00	0.00	7,164.04
NDOT Pittman	0.00	6,194.41	0.00	2,354.27	0.00	8,548.68
NDOT ZC	913.26	7,086.47	0.00	3,521.72	0.00	11,521.45
NDSL Pittman	0.00	4,312.57	0.00	0.00	0.00	4,312.57
NRCS	3,495.16	3,369.73	0.00	3,463.87	0.00	10,328.76
TRCD SNPLMA Monitoring	432.18	0.00	0.00	0.00	1,019.27	1,451.45
USBOR RWC Continuation	294.87	0.00	0.00	0.00	0.00	294.87
USFS BCX	7,807.45	15,562.37	0.00	12,675.90	0.00	36,045.72
Washoe Co LCCP Reg TRPA	0.00	8,164.38	0.00	0.00	0.00	8,164.38
Washoe Co. 100% Parcel BMPs	0.00	0.00	0.00	0.00	55.64	55.64
Wildscape CalTrans Y-Trout	1,768.24	3,142.79	0.00	2,786.01	3,851.49	11,548.53
Wildscape Hassett Marinas	2,444.75	2,673.99	0.00	454.75	1,273.40	6,846.89
Wildscape TKM	2,428.65	1,607.45	0.00	1,212.88	2,101.53	7,350.51
<b>TOTAL</b>	<b><u>33,659.67</u></b>	<b><u>69,298.47</u></b>	<b><u>0.00</u></b>	<b><u>26,784.21</u></b>	<b><u>8,948.68</u></b>	<b><u>138,691.03</u></b>

1:23 PM

10/12/17

**Nevada Tahoe Conservation District**  
**A/P Aging Summary**  
**As of September 30, 2017**

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Frontier	0.00	-292.17	0.00	0.00	0.00	-292.17
Meghan Kelly	56.71	0.00	0.00	0.00	0.00	56.71
Monica Grammenos AP	119.10	0.00	0.00	0.00	0.00	119.10
NHC	325.00	0.00	0.00	0.00	0.00	325.00
PERS, State of Nevada	7,494.03	0.00	0.00	0.00	0.00	7,494.03
Prominence Health Plans	0.00	-3,043.81	0.00	0.00	0.00	-3,043.81
Wells Fargo Business Card Olson	0.00	1,135.72	0.00	0.00	0.00	1,135.72
Western Nevada Supply	0.00	0.00	0.00	0.00	-1.07	-1.07
<b>TOTAL</b>	<b><u>7,994.84</u></b>	<b><u>-2,200.26</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>-1.07</u></b>	<b><u>5,793.51</u></b>



PO Box 915  
Zephyr Cove, Nevada 89448  
775-586-1610 x21

**PROJECT SUMMARY**  
for  
**Lake Clarity Crediting Program Registration and Implementation**

**NTCD Program:** Nevada Tahoe Conservation District

**Contractual Parties:** Nevada Tahoe Conservation District (NTCD) and the Tahoe Resource Conservation District (TRCD)

**Contract Amount:** \$5,400.00 from TRCD for NTCD staff time, supplies and equipment

**Effective Dates:** October 1, 2017 – December 31, 2018

**Project Summary:** Domi Fellers or her successor will provide field assistance for monitoring precipitation events in accordance with the Implementers' Monitoring Program (IMP) Monitoring Plan for National Pollutant Discharge Elimination System (NPDES) Permit compliance under the guidance of the Tahoe Resource Conservation District (Tahoe RCD). Field support will be required at a minimum of three monitoring sites, one located in Incline Village, NV along Lakeshore Blvd, one located in Incline Village, NV on State Route SR431, and one located in Kings Beach, CA along Speedboat Ave. Domi Fellers will be required to coordinate with Tahoe RCD and the partnering jurisdictions which include Placer County, El Dorado County, the City of South Lake Tahoe, Washoe County, Douglas County, and the Nevada Department of Transportation (NDOT).

**Scope of Services Summary:** The field assistant will be required to, at a minimum, perform minor site and equipment maintenance, monitor weather, prepare bottles and equipment before precipitation events, program auto-samplers, collect, handle, transport, and process samples, offload data from loggers, and provide all data to Tahoe RCD as outlined in the Monitoring Plan. Ten to twelve precipitation events must be monitored *successfully* per water year (October 1 – September 30).



# TAHOE RESOURCE CONSERVATION DISTRICT

## PROFESSIONAL SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of October, 2017, by and between the Tahoe Resource Conservation District ("District") and **Nevada Tahoe Conservation District**, a **Resource Conservation District**, with its principal place of business at **400 Dorla Court, Zephyr Cove, NV 89448** ("Consultant"). District and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

### 2. RECITALS.

#### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional engineering consultant services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Stormwater monitoring services to public clients, is licensed in the State of California, and is familiar with the plans of District.

#### 2.2 Project.

District desires to engage Consultant to render such services for the **Regional Stormwater Monitoring Program**, compliance monitoring project ("Project") as set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consultant services and advice on various issues affecting the decisions of District regarding the Project and on other programs and matters affecting District ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to December 31, 2018, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

#### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee of District. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement are as follows: **Domi Fellers**.

3.2.5 District's Representative. District hereby designates **Nicole Cartwright, Executive Director**, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Domi Fellers**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's

Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

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

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

Please take notice that this Project is funded out of federal funds provided by the United States Forest Service (US Forest Service). Accordingly, the Consultant and all its subconsultants shall comply with all requirements set forth in the Federal Requirements, attached hereto as Exhibit "B" and incorporated herein by this reference.

3.2.10 Insurance.

(a) Time for Compliance. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to District that the sub-consultant has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(ii) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(iv) Professional Liability: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 Covered Professional Services shall specifically include all work to be performed under the Agreement.

(v) Reserved

If the Professional Liability limits are included with the Contractors Pollution Liability limits on a combined form, the combined limit must be at least equal to the sum of the limits required on both policies.

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: District, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Consultant under the indemnity

provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(ii) The policy or policies of insurance required by Section 3.2.10(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.
- (2) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

(iii) The policy or policies of insurance required by Section 3.2.10 (iv) Professional Liability shall be endorsed, as follows:

- (1) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) **Deductible.** Any deductible or self-insured retention must be approved in writing by District and shall protect the District, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) **Evidence of Insurance.** Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) **Failure to Maintain Coverage.** Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Sub-consultants. Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding District as an Additional Insured to the sub-consultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **five thousand four hundred** dollars (\$5,400) without written approval of District's **Executive Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work

which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

### 3.3.5 Reserved

3.3.6 Funding Requirements. It is mutually understood between the parties hereto that this Agreement may have been entered into prior to the appropriation of funds in order to avoid delays. This Agreement is valid and enforceable only if sufficient funds are made available to the District and may be terminated in the sole discretion of the District in the event funding is unavailable or reduced. This Agreement is subject to any additional restrictions, limitations, conditions or statutes enacted by the Federal government, the State or any public agency with jurisdiction that may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds or terminated at the District's discretion.

3.3.7 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

## 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement.



Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

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

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

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

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

Consultant: **Nevada Tahoe Conservation District  
PO Box 915  
400 Dorla Court  
Zephyr Cove, NV 89448  
Domi Fellers**

District: Tahoe Resource Conservation District  
870 Emerald Bay Road, Suite 108  
South Lake Tahoe, CA 96150  
Attn: **Tori Walton, Grant Manager**

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

#### 3.5.3 Ownership of Materials and Confidentiality.

(a) Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for District and US Forest Service to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-consultants to agree in writing that District and US Forest Service is granted an exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

(b) Intellectual Property. In addition, District shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement. District shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by District, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of District. Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of District. All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. District and US Forest Service further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

(c) Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Consultant shall recognize the financial contributions of the United States Forest Services in all public Documents and Data in compliance with Exhibit B. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to District in order to allow District to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

(d) Infringement Indemnification. Consultant shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

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

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and sub-consultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees,

agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.5.6 shall survive any expiration or termination of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in El Dorado County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. District reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Employment Adverse to District. Consultant shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

3.5.24 Conflict of Employment. Employment by Consultant of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Consultant of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Consultant securing this or related Agreements with District, is prohibited.

3.5.25 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.26 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

**SIGNATURE PAGE TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TAHOE RESOURCE CONSERVATION DISTRICT AND  
NEVADA TAHOE CONSERVATION DISTRICT**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

TAHOE RESOURCE CONSERVATION DISTRICT

**NEVADA  
DISTRICT**

**TAHOE**

**CONSERVATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

EXHIBIT "A"  
SCHEDULE OF SERVICES AND CHARGES

## Services

Domi Fellers or her successor will provide field assistance for monitoring precipitation events in accordance with the Implementers' Monitoring Program (IMP) Monitoring Plan for National Pollutant Discharge Elimination System (NPDES) Permit compliance under the guidance of the Tahoe Resource Conservation District (Tahoe RCD). Field support will be required at a minimum of three monitoring sites, one located in Incline Village, NV along Lakeshore Blvd, one located in Incline Village, NV on State Route SR431, and one located in Kings Beach, CA along Speedboat Ave. Domi Fellers will be required to coordinate with Tahoe RCD and the partnering jurisdictions which include Placer County, El Dorado County, the City of South Lake Tahoe, Washoe County, Douglas County, and the Nevada Department of Transportation (NDOT).

### **Task 1: Stormwater Monitoring**

The field assistant will be required to, at a minimum, perform minor site and equipment maintenance, monitor weather, prepare bottles and equipment before precipitation events, program auto-samplers, collect, handle, transport, and process samples, offload data from loggers, and provide all data to Tahoe RCD as outlined in the Monitoring Plan. Ten to twelve precipitation events must be monitored *successfully* per water year (October 1 – September 30).

## Charges

Charges for stormwater monitoring duties shall not exceed five thousand four hundred dollars (\$5,400).

## Schedule

Stormwater monitoring duties will extend from January 1, 2017 to December 31, 2018.



EXHIBIT "B"  
FEDERAL REQUIREMENTS

By its execution of this Agreement, Consultant agrees that all applicable federal funding requirements shall apply with full force and effect as if fully set forth in this Agreement. A copy of the funding agreement with the United States Forest Service is attached to this Exhibit B. Consultant is a subcontractor under such agreement and shall comply with all applicable provisions.



PO Box 915  
Zephyr Cove, Nevada 89448  
775-586-1610 x21

## GRANT AND INTERLOCAL AGREEMENT SUMMARY

### KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

**NTCD Program:** N/A

**Contractual Parties:** Nevada Tahoe Conservation District (NTCD); United States Forest Service (USFS), Nevada Department of Transportation (NDOT), Douglas County

**Contract Amount:** \$540,000 USFS, \$225,000 NDOT; \$410,000 Douglas County

**Effective Dates:** November 1, 2017 – December 31, 2018

**Project Summary:** Kahle Water Quality Basin Implementation Project is the first phase of a larger multi-phase project that will improve stormwater treatment in Douglas County, make Kahle Drive into a “Complete Street” and restore the Kahle Ditch to a functioning stream environment zone. Because the Burke Creek Crossing and Realignment Project was nearly \$610,000 under budget, NTCD proposed to the USFS that the excess funding be used to do additional work in the Burke Creek Watershed, specifically complete the next highest priority projects identified in the 2014 Burke Creek Master Plan. Kahle Water Quality Basin is one of these projects. The USFS will keep \$70,000 in the current budget to address headcuts downstream of the Burke Creek Crossing Project, but approved transferring the remaining \$540,000 to a new project called the Kahle Water Quality Basin Implementation Project. This is a high priority project for Douglas County and NDOT and so they are interested in providing the matching funds. The Douglas County Board will meet today to decide if the funds can be awarded to this project. NDOT has agreed in an email to award the funds and is working on an agreement internally. NTCD has had agreements with all of these entities before and the agreements should be similar to the past agreements. The board needs to decide on this today as the project must kick off by November 1, 2017 in order to expend all funding and be complete by September 20, 2018. This is when the USFS SNPLMA funding and its match must be expended by. This is an accelerated project, but also a tremendous opportunity to leverage the remaining SNPLMA funding in Douglas County.