



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

Board Meeting Agenda

November 15, 2018

4:00 PM (estimated 1 hour duration)

Location: NTCD office or phone in
Call in Information: (515) 739-1034, code 341249#

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

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.

5 Public Interest Comments (No Action)

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 Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.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; 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>

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

6 For Possible Action: Increase of District Manager Signing Authority

This item is to revisit and update the Signing Authority that was given to the District Manager in 2017. As of July 20, 2017, the District Manager was given the signing authority of:

- New Contracts: \$25,000 an up to one year in duration (up from \$20,000 in 9/2007)
- Contract Amendments: \$50,000 and up to 2 years in duration

To account for inflation and needs of District Manager Kelly, it is being requested these limits be raised to:

- New Contracts with public agencies: \$50,000 an up to two (2) years in duration
 - Other new Contracts: \$25,000 an up to one (1) year in duration
 - Contract Amendments: \$50,000 and up to two (2) years in duration
-

7 For Possible Action: Approval of Tahoe Transportation Authority US-50 Bypass Road PLRM contract for \$45,815.

3

The NTCD staff will assist the Tahoe Transportation District and their consultant with Lake Clarity Crediting Program related modeling and reporting in order to design the most effective project for treating stormwater runoff into Lake Tahoe. This contract is effective November 15, 2018 to December 31, 2019.

8 Public Interest Comments

9 For Possible Action: Motion to Adjourn



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PROJECT SUMMARY
for
Tahoe Transportation District Interlocal Agreement
US-50 Bypass Road PLRM

NTCD Program: N/A

Contractual Parties: Nevada Tahoe Conservation District (NTCD) and Tahoe Transportation District (TTD)

Contract Amount: Not to Exceed **\$45,815**

Effective Dates: November 15, 2018 – December 31, 2019.

Project Summary: NTCD will work closely with Tahoe Transportation District and their sub-consultants in the development and implementation of the US-50 Bypass Project. Specifically, NTCD staff will assist TTD and their consultant with Lake Clarity Crediting Program related modeling and reporting in order to design the most effective project for treating stormwater runoff into Lake Tahoe. NTCD staff will attend technical advisory meetings as well as internal design team meetings and provide design input using the Pollutant Load Reduction Model. The contract will be for NTCD staff time and mileage only.



INTERLOCAL CONTRACT
BETWEEN
NEVADA TAHOE CONSERVATION DISTRICT
AND
TAHOE TRANSPORTATION DISTRICT

This Interlocal Contract ("Contract") is made by and between Tahoe Transportation District ("TTD"), a political subdivision of the State of Nevada, and the Nevada Tahoe Conservation District (the "NTCD"), and a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 548. TTD and the NTCD are sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, TTD and the NTCD will be able to provide more effective and efficient services by entering into the Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by both parties and will expire December 31, 2019, unless terminated in accordance with Paragraph 4 of the Contract.

2. **SERVICES PROVIDED.** The services to be provided by NTCD include pollutant load reduction modeling (PLRM) for the US-50/ South Shore Community Revitalization Project, also known as the US-50 Bypass Road. The services are described in detail in Attachment A, Scope of Work, which is attached to this contract and made a part thereof. Ms. Dominique Fellers will serve as the Project Manager for the NTCD.
3. **PAYMENT FOR SERVICES.** The payment for services will not exceed Forty-five Thousand, Eight Hundred Fifteen Dollars (\$45,815) and are further detailed in Attachment "A" Scope of Work.

Monthly, NTCD shall furnish to TTD an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies.

Except as to any charges for work performed or expenses incurred by NTCD which are disputed by TTD, TTD will use its best efforts to cause NTCD to be paid within thirty (30) days of receipt of NTCD's correct and undisputed invoice.

4. **TERMINATION OF CONTRACT.** Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by NTCD to TTD. All monies due and owing up to the point of termination shall be paid by TTD.
5. **CONFORMITY WITH DISTRICT POLICIES.** The NTCD is entering into a contract with TTD and will comply with the requirements of TTD.
6. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees and costs. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.
7. **COMPLIANCE WITH APPLICABLE LAWS.** NTCD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract.
8. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other Party harmless to the fullest extent allowed by law, including, but not limited to, any duties or limitations imposed by the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own

officers, agents, or employees, including attorney's fees and costs incurred. Such obligation must not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Party. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party will not be liable to hold harmless the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of the Contract shall not affect the validity of the remainder of the contract.
10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under the Contract are contingent upon the availability of the necessary public funding. In the event that TTD does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate without any further obligation by either Party.
11. **ASSIGNMENT.** The Parties will neither assign, transfer nor delegate any of the rights, obligations or duties conferred pursuant to the terms of the Contract except in a writing signed by both Parties. The Contract will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
12. **ENTIRE CONTRACT.** The Contract constitutes the full and final understanding, agreement and binding contract between the parties and shall not be modified except in writing and signed by both parties.
13. **NO THIRD PARTY BENEFICIARIES.** Nothing contained in the Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against the Parties arising from, or related to, the Contract.
14. **AMENDMENTS.** Amendments to Contract may be made only upon mutual consent in writing by the Parties. No amendments or modifications of this Contract shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Contract.
15. **WAIVER OR BREACH.** Any waiver or breach of any provision of this Contract shall not be deemed a waiver of any other breach of the same or different provision.
16. **INDEPENDENT CONTRACTOR.** The Parties are independent entities and nothing contained in this Contract shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Contract.
17. **NOTICE.** All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

District Manager
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

District Manager
Nevada Tahoe Conservation District
P.O. Box 915
Zephyr Cove, NV 89448

***IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between
Tahoe Transportation District and the Nevada Tahoe Conservation District to be executed.***

On behalf of and with authority to sign for Tahoe
Transportation District:

On behalf of and with authority to sign for
Nevada Tahoe Conservation District:

By: _____
Carl Hasty, District Manager Date

By: _____
Glen Smith, Chair, NTCD Board Date

ATTEST:

Judi Allen
Clerk of the Board

Attachment A: Scope of Work

US-50 Bypass Road Pollutant Load Reduction Modeling

Task 1 Preliminary Baseline and Existing Conditions Analysis

Nevada Tahoe Conservation District (NTCD) will review and refine both the baseline and existing conditions pollutant load estimates for the US-50 Bypass Road Project area. The baseline files and pollutant load estimate represent 2004 field conditions; the existing conditions files and pollutant load estimate represent the California Department of Transportation's (CalTrans) and the Nevada Department of Transportation's (NDOT) current 2018 road conditions. The Total Maximum Daily Load (TMDL) baseline and existing conditions analysis will include compiling and analyzing existing project data, field investigations, performing GIS analysis, performing Pollutant Load Reduction Model (PLRM), and informal interactions with CalTrans, NDOT, the City of South Lake Tahoe (CSLT), Douglas County (DC), the Tahoe Transportation District (TTD) and the project design consultants. The baseline and existing conditions analysis will be comprehensive in order for the design team to accurately identify loading and opportunities for load reductions within the project area and to understand thoroughly the opportunities and constraints in addressing TMDL issues.

Review Existing Project Data and Provide Files to Consultant

NTCD will review and compile the following data, GIS layers and models either provided by TTD, CalTrans, NDOT, CSLT, DC, TRPA or currently in the possession of NTCD:

- Topographic data
- Associated Baseline Report Catchments within the Project Area
- TMDL Land Use
- TMDL Road Condition
- TMDL Road Shoulder
- TMDL Road Connectivity
- TMDL Impervious Cover
- Soils
- Directly Connected Impervious Area (DCIA)
- Parcel BMP percentage
- Existing GIS Stormwater Infrastructure Asset Inventory Database
- Imagery
- Baseline and Existing Conditions PLRM models

NTCD will review the project area files and models. When the review is complete, NTCD will work with the relevant jurisdictions to ensure all project files align with existing Lake Tahoe Info registrations.

Final Baseline and Existing Conditions PLRM

NTCD will prepare an initial map of the area based on information from the drainage report, EIS, and as-built drawings. NTCD will subsequently schedule and conduct a field review of the project area inviting the project design consultant, if necessary. After field review, NTCD will finalize a drainage map and make changes, where accepted by all parties, to the necessary data and files, including updating the GIS files and the baseline and existing conditions PLRM models.

NTCD will provide a technical memorandum that summarizes the project's baseline and existing conditions data and files for TTD's as well as the relevant jurisdictions future use.

Deliverables:

1. Digital project area data and files for Baseline and Existing PLRM
2. Draft and Final Baseline PLRM
3. Technical Memorandum defining any changes to baseline and existing conditions data and files and detailing the baseline and existing conditions.

Total Cost for Task 1: \$12,815**Task 2 Alternative B PLRM Analysis**

NTCD will perform PLRM analysis on the selected Alternative B to determine the potential TMDL benefit provided by the project. Field investigations will be performed to ensure the stormwater infrastructure and runoff flow direction is fully understood. Despite the casino corridor and US-50 stormwater runoff being heavily intermixed, NTCD understands the PLRM modeling is for the Project area only and the focus will be on treatments within CalTrans and NDOT right-of-ways. NTCD will provide a summary of results in a useable format (Excel PLRM input sheets) to TTD along with any pertinent Excel, GIS or PLRM files. NTCD anticipates one round of minor modifications to the Alternative B PLRM modeling based on TTD and their consultant comments.

NTCD will provide a technical memorandum summarizing the PLRM scenarios and inputs. This memo is intended for internal use by TTD to document the Alternative B modeling process, described above. The memorandum will describe opportunities and constraints to increase, reduce, or add treatment to maximize TMDL credits and water quality benefits.

Deliverables:

1. Alternative B PLRM model files, input data and Excel PLRM input sheets
2. Technical Memorandum summarizing the PLRM model and inputs and opportunities and constraints for improved water quality.

Total Cost for Task 2: \$28,000

Task 3 Project Communication

NTCD will attend all pertinent project-oriented meetings with TTD, Caltrans, NDOT, consultant, funding agencies, regulators, and the project's Technical Advisory Committee (TAC). Meetings and communication with TTD, CalTrans, and NDOT will include regular project management meetings and correspondence as well as communication with maintenance personnel, drainage engineering staff, and any other TTD, CalTrans, and NDOT staff that could provide benefits to the project design and implementation.

NTCD's scope includes approximately two (2) TAC meetings, internal project meetings with TTD, project consultant and NTCD, along with miscellaneous agency and public meetings.

Subsequent to each meeting, if so directed by TTD, NTCD will review the prepared minutes pertinent to the PLRM and Tahoe TMDL in a timely manner.

Deliverables:

1. Attendance at TAC meetings (approximately 2)
2. Attendance at any other project-oriented meeting including, but not limited to, internal meetings between TTD and/or the project consultant, public meetings, or meeting with NDEP and LRWQCB.
3. NTCD will review meeting minutes and provide any necessary comments

Total Cost for Task 3: \$5,000

Schedule

Task	Completion Date
<i>Task 1</i> – Preliminary Baseline and Existing Conditions Analysis	February 2019
<i>Task 2</i> – Alternative B PLRM Analysis	March 2019
<i>Task 3</i> – Project Communication	December 2018- December 2019

Budget Breakdown

Category	Rate	Total Cost
Salaries	Hourly	
Environmental Scientist IV	\$50-\$58	\$20,350.61
ES III	\$36-\$45	\$4,200.00
Project Engineer	\$46-\$66	\$3,520.00
Subtotal		\$28,070.61
Personnel Costs	15% for FY 19	\$4,210.59
Travel	Approved State Rate	\$500.00
IDC	39.76% for FY 19	\$13,033.80
TOTAL		\$45,815.00