



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

# Board Meeting Agenda

July 16, 2019

10:00 AM (estimated 2 hour duration)

**Location:** Board Room, The Parasol, 948 Incline Way, Incline Village, Nevada  
**Call in Information:** (605) 313-5107, 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Changes to Agenda Order and Timing.** Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.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  
May 18, 2019.**

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# ADMINISTRATIVE CALENDAR

## Agenda Items

Page #

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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 report for June 2019

8

As of 6/30/19, the District's Fund balance was \$128,730. This represents the District's available spendable resources, or assets less liabilities. June had a surplus of \$6,741. The District had ample project work to keep the staff busy and therefore had reduced general fund spending. There were also not any large expenditures this month. This was the District's final month of the fiscal year. The District ended the year with a \$15,146 surplus.

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### 10 For Possible Action: Pre-approval of United States Forest Service (USFS) funding of Burke Creek/Rabe Meadows Riparian Restoration Project for up to \$247,000 and terminating on September 30, 2024.

14

The USFS grant of up to \$247,000 will fund the planning stage of the Burke Creek/Rabe Meadows Riparian Restoration Project. The goal of this funding is to complete planning and permitting for the project. The Project will develop an alternatives analysis, complete necessary studies for planning and NEPA, create a plan for invasive weeds treatment, and develop conceptual plans for the preferred alternative.

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### 11 For Possible Action: Staff Report

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### 12 Supervisor's Comments

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### 13 Public Interest Comments

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### 14 For Possible Action: Motion to Adjourn

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## Board Meeting Minutes

May 18, 2019  
10:00 AM

**Location:** Tahoe Douglas Fire Station, 193 Elks Point Road, Zephyr Cove, NV

**Present:** Supervisor G. Smith  
Supervisor Cook  
Supervisor Martin  
Supervisor Sarnoff  
Supervisor Nelson  
Supervisor Perlman-Whyman (phone)  
M. Kelly, District Manager  
D. Olson, Assistant District Manager  
L. Coe, NRCS

**Absent:** Supervisor Appointee D. Smith  
Supervisor Berkbigler  
Supervisor McCarthy

### 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

Motion to approve the agenda approved by Supervisor Sarnoff, seconded by Supervisor Cook. Motion carried unanimously.

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#### 5 Public Interest Comments (No Action)

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Motion to approve the Consent Calendar presented by Supervisor McCarthy, Seconded by Supervisor Sarnoff. Carried unanimously.

### Agenda Items

Page #

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#### 6 Agency Reports, Discussion/Possible Action

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

Livy Coe discussed that Curtis Tarver has moved to another position and Sharon Nash will be taking his place as the state conservationist. She has interest in meeting the District but has been busy with other Merced and other areas so far. He also commented that the

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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

District Manager Kelly and Supervisor Martin represented the District at the Legislative Day hosted by NvACD. Also Supervisor Martin discussed senate bill 205 that merged with an assembly bill that became a pilot program for grant funds to match federal funds to help project reach full funding. This is a 2 year project for 4 million. The region meeting is October 22<sup>nd</sup> to 24<sup>th</sup> in Winnemucca.

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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 March 19, 2019.

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##### B For Possible Action: Approval of the NTCD financial report for February 2019

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As of 2/28/19, the District's Fund balance was \$120,350. This represents the District's available spendable resources, or assets less liabilities. February had a surplus of \$8,544. Washoe County's \$15,000 grant came through this month; this was the reason for the surplus. A new addition of Quickbooks was bought costing the District \$1,475. There was additional general fund spending due to lack of grant-funded work in February. There was no rent payment this month due to construction being done on the building. This was the District's eighth month of the fiscal year.

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##### C For Possible Action: Approval of the NTCD financial report for March 2019

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As of 3/31/19, the District's Fund balance was \$117,666. This represents the District's available spendable resources, or assets less liabilities. March had a deficit of \$2,684. This month there was additional general fund spending due to lack of grant-funded work. There was no rent payment this month due to construction being done on the building. This was the District's ninth month of the fiscal year.

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<b>D For Possible Action: Approval of the NTCD financial report for April 2019</b>	20
As of 4/30/19, the District's Fund balance was \$118,176. This represents the District's available spendable resources, or assets less liabilities. April had a surplus of \$510. This month included the \$2,189 quarterly POOL/PACT payment. The District had project work to keep the staff busy and therefore had reduced general fund spending. There were also large vacations taken by staff members that reduced the uncompensated absences liability. This was the District's tenth month of the fiscal year.	
<b>E For Possible Action: Approval of the Nevada Tahoe Conservation District's Proposed Budget and Work Plan</b>	26
The District has developed its work plan and proposed budget for the Fiscal Year 2020. This will be submitted to the Nevada Association of Conservations Districts.	
<b>F For Possible Action: Tahoe Regional Planning Agency Nearshore Human Health Assessment Contract for \$43,750 from July 2019 to December 2019</b>	35
For the second year in a row, the District was awarded a project for \$43,750 through the Tahoe Regional Planning Agency to perform human health monitoring on Lake Tahoe. District Manager Kelly signed this contract using her signing authority.	

## ADMINISTRATIVE CALENDAR

Agenda Items	Page #
<b>8 Consent Calendar items pulled for further discussion</b>	
Sections 6A and 6D were pulled for discussion by Supervisor Martin, seconded by Supervisor Cook. Motion carried unanimously. See notes under sections pulled.	
<b>9 For Possible Action: Approval of the NTCD financial report for May 2019</b>	36
As of 5/31/19, the District's Fund balance was \$122,250. This represents the District's available spendable resources, or assets less liabilities. May had a surplus of \$3,813.34. The District had project work to keep the staff busy and therefore had reduced general fund spending. There were also not any large expenditures this month. This was the District's eleventh month of the fiscal year. Assistant Manager Olson discuss how important the money from Washoe County has been this year and hopes that it continues into future years. Motion to approve the financials presented by District by Supervisor Martin, seconded by Supervisor Cook. Motion carried unanimously.	
<b>10 For Possible Action: District Manager Kelly's Yearly Performance Evaluation.</b>	42
Supervisors discussed the merits of District Manager Kelly. Supervisor G Smith reviewed evaluations that were submitted to him by board members and said that she received mostly excellent marks. Supervisor Sarnoff stated that he has had exemplary interactions with District Manager Kelly and recommends being very generous with her merit increase. Supervisor Martin discussed his interactions with NRCS. NRCS reviewed District Manager Kelly's engineering work and were extremely impressed with level of work. He also discussed the fact that District Manager Kelly is 70% grant funded and therefore her raise will not affect the general fund very much and that all of the grants can absorb a raise. Supervisor Perlman-Wiseman stated that interactions with District Manager Kelly and the district on the regional and national level has been outstanding. It is consistent that what comes out of our District has been respected. Supervisor Nelson notes that Douglas County funds are tight but thinks conservatively supports a 5% merit and cola increase. Supervisor Cook thinks that a 5% raise is appropriate. Supervisor Sarnoff notes that the difference between a 5% and a 6% raise is miniscule and supports a 6% raise. Supervisor Martin also supports a 6% raise and notes that the District has survived because of District Manager Kelly and her relationships. Motion to approve a 6% raise active on July 1 <sup>st</sup> presented by District by Supervisor Martin, seconded by Supervisor Sarnoff. Motion carried unanimously.	
<b>11 For Possible Action: Pre-approval of the Environmental Protection Agency (EPA) Community Watershed Planning Grant for \$150,000.</b>	44

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This funding is to implement Lake Tahoe Basin community-based watershed strategies with private landowners in coordination with the public agencies responsible for stormwater water management. This funding will also enable NTCD to conduct riparian restoration and fuels reduction on private parcels in coordination with fire protection districts. District Manager Kelly noted that Placer County gave up \$50,000 for this grant and it was offered to the District. Most of the work will be done in Douglas County because of the good working relationship that has been built and their interest in projects. She hopes to work in Washoe County and would like to discuss potential projects with them and will reach out to Ben Jesch. Supervisor Martin also said he would talk to Mr. Jesch about potential projects and these funds. District Manager Kelly discussed how these funds are important because they are for conceptual design, a type of fund that is hard to come by. Motion to pre-approve the Environmental Protection Agency Community Watershed Grant for \$150,000 with similar wording as previous contracts with EPA presented by District by Supervisor Martin, seconded by Supervisor Sarnoff. Motion carried unanimously.

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## **12 Staff Report**

District Manager Kelly stated that work with Nevada Department of Transportation work on Mount Rose Highway will begin tomorrow. She discussed potential funding for work on bike trail projects with the Forest Service, and the Tahoe Bond Act through the Nevada Division of State Lands (NDSL). The District has had positive interactions with NDSL regarding projects for the Tahoe Bond Act which is funding of 4 million dollars over a 2 year period. The Kahle basin is complete and the Kahle Complete Street project still needs additional funding and therefore will not be constructed this summer. She is considering the need for an additional staff member if all of this project money comes through.

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## **13 Supervisor's Comments**

Supervisor Perlman-Whyman noted the the need for District representation at the annual meeting in Las Vegas next year.

Supervisor Nelson stated that the Douglas County budget has been submitted and that funds for the District are still on it.

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## **14 Public Interest Comments**

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## **15 Motion to Adjourn**

Motion to adjourn presented by District by Supervisor Sarnoff, seconded by Supervisor Cook.  
Motion carried unanimously.

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		INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
		NV TAHOE CONSERVATION DIST.	June 2019	YTD July 2018 -June 2019	Budget	Variance Favorable (Unfavorable)	100%
	<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			4,600.49	4,000.00	600.49	115%
	Washoe County Community Grant			15,000.00	15,000.00	0.00	100%
<b>Total Community Grants-Income</b>			<b>0.00</b>	<b>19,600.49</b>	<b>47,000.00</b>	<b>(27,399.51)</b>	<b>42%</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>						0.00	
<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>			13,047.71	136,298.43	140,500.00	(4,201.57)	97%
	<b>TOTAL INCOME</b>		<b>13,047.71</b>	<b>155,898.92</b>	<b>187,500.00</b>	<b>(31,601.08)</b>	<b>83%</b>
<b>EXPENSES</b>							
<b>Advertising-Expense</b>			<b>0.00</b>	<b>156.68</b>		<b>(156.68)</b>	<b>100%</b>
<b>Building Expense</b>							
	Building Repairs/Maint-Expense		90.00	1,177.05	1,680.00	502.95	70%
<b>Total Building Expense</b>			<b>90.00</b>	<b>1,177.05</b>	<b>1,680.00</b>	<b>502.95</b>	
<b>Conference &amp; Training-Expense</b>							
	Food					0.00	
	Lodging			101.61		(101.61)	
	Parking					0.00	
	Registration Fees			85.00		(85.00)	
	Travel/Transportation			193.34		(193.34)	
	Conference & Training-Expense - Other					0.00	
<b>Total Conference &amp; Training-Expense</b>			<b>0.00</b>	<b>379.95</b>	<b>2,000.00</b>	<b>1,620.05</b>	<b>19%</b>
<b>Deposit Security</b>						<b>0.00</b>	
<b>Donation-Expense</b>						<b>0.00</b>	
<b>Dues and Subscriptions-Expense</b>							
	Membership/Dues District		24.00	1,355.00		(1,355.00)	
	Membership/Dues Staff		105.00	326.00		(326.00)	
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
<b>Total Dues and Subscriptions-Expense</b>			<b>129.00</b>	<b>1,681.00</b>	<b>1,000.00</b>	<b>(681.00)</b>	<b>168%</b>
<b>Equipment-Expense</b>						0.00	



	Computer Hardware & Software		2,294.62	6,610.00	4,315.38	35%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture		36.70		(36.70)	
	Rental/Leasing Fees Equipment	121.95	1,562.02	5,000.00	3,437.98	31%
	Repairs & Maintenance Equipment				0.00	
	Telephone System				0.00	
	Equipment-Expense - Other				0.00	
<b>Total Equipment-Expense</b>		<b>121.95</b>	<b>3,893.34</b>	<b>12,110.00</b>	<b>8,216.66</b>	<b>32%</b>
<b>Insurance-Expense</b>					0.00	
	E&O/Prop/ Liability Insurance	0.00	4,588.18	5,000.00	411.82	92%
<b>Total Insurance-Expense</b>		<b>0.00</b>	<b>4,588.18</b>	<b>5,000.00</b>	<b>411.82</b>	<b>92%</b>
	Meals - Expense	0.00	314.65		(314.65)	
	Meetings Expense - Other				0.00	
<b>Meetings Expense</b>		<b>0.00</b>	<b>314.65</b>	<b>500.00</b>	<b>500.00</b>	<b>0%</b>
<b>Miscellaneous Expense</b>			(0.01)			
<b>Other Expenses</b>				0.00		
<b>Professional Fees-Expense</b>						
	Accounting	508.00	1,005.02	12,500.00	11,494.98	8%
	Audit		10,250.00		(10,250.00)	
	Bank fees	25.17	236.79	600.00	363.21	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
<b>Total Professional Fees-Expense</b>		<b>533.17</b>	<b>11,491.81</b>	<b>13,400.00</b>	<b>1,908.19</b>	<b>86%</b>
<b>Rents and Leases</b>						
	Office Space Lease	1,250.00	10,000.00	15,000.00	5,000.00	67%
	Storage Rents					
	Rents and Leases-Other				0.00	
<b>Total Rents and Leases</b>		<b>1,250.00</b>	<b>10,000.00</b>	<b>15,000.00</b>	<b>5,000.00</b>	<b>67%</b>
<b>Service Charges</b>			0.00		0.00	0%
<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	0.00	529.85	2,000.00		
	Photocopies					
	Postage and Delivery	0.00	344.92	1,200.00		
	Publication/Printing		59.68			
	Supplies-Expense - Other		213.55	500.00	286.45	43%
<b>Total Supplies-Expense</b>		<b>0.00</b>	<b>1,148.00</b>	<b>3,700.00</b>	<b>2,552.00</b>	<b>31%</b>

<b>Telecommunications</b>							
	Internet Fees		240.00	150.00	(90.00)	160%	
	Long Distance				0.00		
	Phone Services	226.51	2,566.48	5,000.00	2,433.52	51%	
	Telephone-Expense - Other	.			#VALUE!		
<b>Total Telecommunications-Expense</b>		<b>226.51</b>	<b>2,806.48</b>	<b>5,150.00</b>	<b>2,343.52</b>	<b>54%</b>	
<b>Vehicles-Expense</b>					0.00		
	District Vehicle Use	(319.58)	(1,701.20)	(2,500.00)			
	Fuel-Expense	108.16	657.70	2,000.00	1,342.30	33%	
	License & Maintenance		926.33	1,500.00	573.67	62%	
	Mileage Reimbursement Expense		57.90	100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
<b>Total Vehicles-Expense</b>		<b>(211.42)</b>	<b>(59.27)</b>	<b>1,100.00</b>	<b>1,159.27</b>	<b>-5%</b>	
<b>Wages</b>							
	Payroll Clearing Account	(752.63)	(284.08)				
	Wages - Asst. Dist. Mgr (DO)	5,626.04	58,849.34				
	Wages-ES III (DF)	654.67	30,369.41				
	Professional Engineer (MG)	418.88	20,387.99				
	Professional Engineer (MK)	1,083.96	36,459.11				
	Wages-Staff Engineer	0.00	1,609.72				
	Wages - Other	(1.67)	(20.59)				
	Uncompensated Absence-Reimb Exp	(3,017.70)	(46,070.28)				
<b>Total Wages</b>		<b>4,011.55</b>	<b>101,300.62</b>	<b>110,000.00</b>	<b>8,699.38</b>	<b>92%</b>	
<b>Wages-Overhead/Fringe</b>					0.00		
	Long Term Disability	156.23	1,874.76	1,860.00			
	Misc Payroll Expense						
<b>Total Wages-Overhead/Fringe</b>		<b>156.23</b>	<b>1,874.76</b>	<b>1,860.00</b>	<b>(14.76)</b>	<b>101%</b>	
	<b>Total Wages/Ovrhead</b>	<b>4,167.78</b>	<b>103,175.38</b>	<b>111,860.00</b>	<b>8,684.62</b>	<b>193%</b>	
<b>Revolving Account</b>							
	<b>TOTAL EXPENSES (No Indirect included)</b>	<b>6,306.99</b>	<b>140,753.24</b>	<b>172,500.00</b>	<b>31,746.76</b>	<b>82%</b>	
	<b>NET REVENUE OVER/(UNDER) EXPENSES</b>	<b>6,740.72</b>	<b>15,145.68</b>				
	<b>Fund Balance (total equity)</b>	<b>\$ 128,730</b>					

## Nevada Tahoe Conservation District

## Balance Sheet

As of June 30, 2019

	Jun 30, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	52,097.90
<b>Total Checking/Savings</b>	<b>52,098.75</b>
Accounts Receivable	
Accounts Receivable	155,854.21
<b>Total Accounts Receivable</b>	<b>155,854.21</b>
<b>Total Current Assets</b>	<b>207,952.96</b>
<b>Other Assets</b>	
Prepaid expenses	5,874.60
<b>Total Other Assets</b>	<b>5,874.60</b>
<b>TOTAL ASSETS</b>	<b>213,827.56</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	62,941.20
<b>Total Accounts Payable</b>	<b>62,941.20</b>
<b>Other Current Liabilities</b>	
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	2,500.00
Deferred Income - Demo garden	192.86
Deferred Income - SCA Exp Kahle	350.00
Deferred Income - TBC Exp Kahle	634.00
Liab.Uncompensated Absences	16,609.61
Payroll Liabilities	
457 Payable	316.76
NV Unemployment Payable	746.25
<b>Total Payroll Liabilities</b>	<b>1,063.01</b>
<b>Total Other Current Liabilities</b>	<b>22,156.39</b>
<b>Total Current Liabilities</b>	<b>85,097.59</b>
<b>Total Liabilities</b>	<b>85,097.59</b>
<b>Equity</b>	
Opening Balance	11,724.59
Prior Earnings	101,859.70
Net Income	15,145.68
<b>Total Equity</b>	<b>128,729.97</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>213,827.56</b>

11:32 AM

07/10/19

**Nevada Tahoe Conservation District**  
**A/R Aging Summary**  
 As of June 30, 2019

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Caltrans Road RAM	0.00	4,679.42	0.00	0.00	0.00	4,679.42
Douglas Co AQ Kahle	1,690.44	2,448.16	0.00	0.00	0.00	4,138.60
Douglas County Assistance	8,673.50	6,374.01	0.00	0.00	0.00	15,047.51
NDEP 2018 LCCP	6,888.62	0.00	0.00	0.00	0.00	6,888.62
NDOT 2018 LCCP	1,722.84	2,397.66	0.00	0.00	0.00	4,120.50
NDOT Assistance	66,023.38	12,927.93	0.00	10,065.16	0.00	89,016.47
NDOT Pittman	0.00	2,475.48	0.00	3,181.34	0.00	5,656.82
TahoeRCD 2019 NDOT	0.00	225.11	0.00	0.00	884.75	1,109.86
TahoeRCD 2019 RSWMP	0.00	0.00	0.00	925.23	337.48	1,262.71
TahoeRCD RSWMP	0.00	0.00	0.00	0.00	586.92	586.92
TRPA SSH	4,362.93	0.00	0.00	0.00	0.00	4,362.93
TTD 50 Bypass	6,365.70	9,244.17	0.00	0.00	0.00	15,609.87
USBOR RWC Continuation	1,620.88	0.00	0.00	0.00	0.00	1,620.88
Wildscape 2019	0.00	0.00	0.00	0.00	687.23	687.23
Wildscape Bijou Park Creek	225.31	195.44	0.00	645.12	0.00	1,065.87
<b>TOTAL</b>	<b><u>97,573.60</u></b>	<b><u>40,967.38</u></b>	<b><u>0.00</u></b>	<b><u>14,816.85</u></b>	<b><u>2,496.38</u></b>	<b><u>155,854.21</u></b>

11:33 AM

07/10/19

**Nevada Tahoe Conservation District**  
**A/P Aging Summary**  
**As of June 30, 2019**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Comstock Seed	0.00	878.38	0.00	0.00	0.00	878.38
Desert Research Institute	0.00	774.88	0.00	0.00	0.00	774.88
EMRB	0.00	24.00	0.00	0.00	0.00	24.00
Ferguson Excavating Inc.	0.00	5,822.26	0.00	0.00	0.00	5,822.26
Frontier	0.00	226.51	0.00	0.00	0.00	226.51
Joel's Welding & Fabrication Inc.	0.00	1,000.00	0.00	0.00	0.00	1,000.00
Monica Grammenos AP	0.00	91.18	0.00	0.00	0.00	91.18
PERS, State of Nevada	0.00	6,965.51	0.00	0.00	0.00	6,965.51
RaPID Construction Inc	42,334.04	2,905.36	0.00	0.00	0.00	45,239.40
Titan Construction Supplies, Inc	140.00	1,073.00	0.00	0.00	0.00	1,213.00
Wells Fargo Business Card Kelly	158.16	0.00	0.00	0.00	0.00	158.16
Wells Fargo Business Card Olson	547.92	0.00	0.00	0.00	0.00	547.92
<b>TOTAL</b>	<b><u>43,180.12</u></b>	<b><u>19,761.08</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>62,941.20</u></b>



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

## AGREEMENT SUMMARY

### *Burke Creek/Rabe Meadow Riparian Restoration Project*

**Contractual Parties:**

Nevada Tahoe Conservation District (NTCD); US Forest Service (USFS)

**Contract Amount:**

Up to \$247,000

**Effective Dates:**

July 16, 2019-September 30, 2024

**Project Summary:**

The goal of the Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase (Project) is to complete planning and permitting for the restoration of approximately 22 acres of Burke Creek and the surrounding Rabe Meadow. The objectives of this cooperative effort are to improve stream function and riparian habitat, improve water quality in Lake Tahoe and Burke Creek, and to improve the surrounding recreational experiences. Specifically, the following actions consistent with prior watershed planning documents will be explored:

1. Decommission a drainage ditch that was constructed during development of the area in the 1940s.
2. Reduce the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff from Kahle Drive.
3. Improve the riparian health of Burke Creek by improving floodplain access, reducing the number of culverts and road crossings, and allowing natural slough processes to occur near Lake Tahoe.
4. Plan for and prioritize the treatment of invasive weeds in Rabe Meadow.
5. Remove “Jenning’s Pond” and restore the area into a creek with a functioning riparian area.
6. Improve day use and overnight camping recreation experiences in the area by reducing flooding and vector issues.

The Project will develop an alternatives analysis, complete necessary studies for planning and NEPA, create a plan for invasive weeds treatment, and develop conceptual plans for the preferred alternative. The project will also seek out funding for eventual implementation. The project is considered to be Phase 3 of the Environmental Improvement Project (EIP) “Burke Creek Watershed Stormwater Improvements” with a Tahoe Regional Planning Agency EIP number 01.01.01.0115.

### BACKGROUND

For more than the past century, the Burke Creek Watershed has experienced anthropogenic modifications to the creeks and the surrounding meadows and forests including logging, livestock grazing, gravel mining, development, re-development, and restoration. In the 1940s, Burke Creek was relocated and the western portion of the watershed was filled to develop the first airport in the Lake Tahoe Basin, the Sky Harbor Airport. The previously meandering Burke Creek was placed in a straight with one turn ditch from what is now US-50 to Lake Tahoe. In the 1980s, when the US Forest Service acquired Rabe Meadow, Burke Creek was realigned to join with Folsom Spring and the ditch along Kahle Drive to Lake Tahoe was left unfilled for stormwater conveyance. Jennings Pond was also created from the restored excavation area of a planned casino. In a 1991 stormwater project, the ditch along Kahle Drive was filled in and storm drain and treatment was installed; the ditch from Kahle Drive to Lake Tahoe remained. In 2014, the Burke Creek Master Plan was developed and identified priority projects for restoration of the Burke Creek Watershed. A reach of Burke Creek identified for restoration in the Master Plan was restored in 2016 and 2017 as part of the Burke Creek Hwy 50 Crossing and Realignment Project. This project area covered a section of stream near Kahle Community Center downstream to Jennings Pond. Another small section of creek was restored downstream from Jennings Pond in 2018 and a stormwater project that improved on the work from 1991 was installed to treat runoff from Kahle Drive. The Master Plan also identified future stormwater improvements to Kahle Drive being pursued in the Kahle Drive Complete Street Project, which will remedy stormwater capture issues and render the road end ditch useless for conveyance. The Complete Street Project is currently slated for 2020. The Burke Creek/Rabe Meadow Restoration Project would be the logical next step in these efforts to restore the watershed and protect Lake Tahoe's famed clarity.

### PROJECT DESCRIPTION

The goal of the Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase (Project) is to complete planning and permitting for the restoration of approximately 22 acres of Burke Creek and the surrounding Rabe Meadow.

The objectives of this cooperative effort are to improve stream function and riparian habitat, improve water quality in Lake Tahoe and Burke Creek, and to improve the surrounding recreational experiences. Specifically, the following actions consistent with prior watershed planning documents will be explored:

1. Decommission a drainage ditch that was constructed during development of the area in the 1940s.
2. Reduce the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff from Kahle Drive.
3. Improve the riparian health of Burke Creek by improving floodplain access, reducing the number of culverts and road crossings, and allowing natural slough processes to occur near Lake Tahoe.
4. Plan for and prioritize the treatment of invasive weeds in Rabe Meadow.
5. Remove "Jennings Pond" and restore the area into a creek with a functioning riparian area.

## Scope of Work – Burke Creek/Rabe Meadow Riparian Restoration Project

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6. Improve day use and overnight camping recreation experiences in the area by reducing flooding and vector issues.

The Project will develop an alternatives analysis, complete necessary studies for planning and NEPA, create a plan for invasive weeds treatment, and develop conceptual plans for the preferred alternative. The project will also seek out funding for eventual implementation.

The project is considered to be Phase 3 of the Environmental Improvement Project (EIP) “Burke Creek Watershed Stormwater Improvements” with a Tahoe Regional Planning Agency EIP number 01.01.01.0115.

### TASKS WITH DELIVERABLES AND PRODUCTS

#### **Task 1: Project Management and Coordination**

Nevada Tahoe Conservation District (NTCD) will facilitate all pertinent project-oriented meetings with funding agencies, regulators, and stakeholders. Meetings and communication will include regular project management meetings and correspondence as well as communication with the US Forest Service (USFS), private landowners, and any other stakeholders that could provide benefits to the project design and implementation.

##### *Deliverables:*

1. Electronic copies of agendas, presentations and meeting minutes.
2. Monthly invoicing and budget status updates.

#### **Task 2: Existing Conditions and Alternatives Analysis**

NTCD will review existing data, documents, and maps for the project including existing groundwater data, previous HEC-RAS models, supplemental survey, USFS botanical and wildlife surveys, wetland delineations, cultural resources, master planning efforts, and property boundaries. After analysis of existing conditions, NTCD will coordinate with the USFS to determine which additional resource surveys are necessary for NEPA. With the existing conditions, NTCD will perform preliminary hydrologic analyses and create a design base map in GIS. NTCD will complete preliminary hydrology of the area for onsite and offsite runoff utilizing HEC-RAS software to the level required to support the development of the design and permitting.

The existing conditions will provide a baseline for the analysis of alternatives. It's estimated that four alternatives will be explored for the lower portion of Burke Creek:

1. No action
2. Fill Kahle Ditch and keep existing Burke Creek alignment
3. Fill portion of Kahle Ditch and keep two existing outlets for Burke Creek
4. Fill Kahle Ditch and realign Burke Creek away from Nevada Beach campground near outlet split.

At least two alternatives will be examined for Jennings' Pond as a separate or concurrent project.



## Scope of Work – Burke Creek/Rabe Meadow Riparian Restoration Project

### *Deliverables:*

1. Written Alternatives Analysis Report with Existing Conditions Section.

### **Task 3: Permitting**

NTCD will coordinate with the USFS to determine a collection agreement for USFS specialists to do any necessary studies and review of existing studies necessary for NEPA compliance in the area. NTCD will complete the mapping using HEC-RAS necessary for any FEMA permitting requirements and for the design of the preferred alternative.

### *Deliverables:*

1. Draft EA or EIS
2. HEC-RAS floodplain mapping for existing and preferred alternatives.

### **Task 4: Plans for Preferred Alternatives**

NTCD will develop conceptual plans and a cost estimate for the preferred alternative selected from the Alternatives Analysis. NTCD will also develop an invasive weeds treatment plan for Rabe Meadow using the information acquired from the Existing Conditions Report and NEPA-related botanical studies.

### *Deliverables:*

(all deliverables in electronic format unless otherwise specified)

1. Conceptual Plans and Cost Estimate for the Preferred Alternative
2. Invasive Weeds Treatment Plan

## SCHEDULE

Table 1 below lists tasks and deliverables. Contract execution delays that would push the project start may cause difficulties in implementing the project on a 2019 construction schedule.

**Table 1. Tasks and Schedule**

Tasks	Schedule
<b>Task 1: Project Management</b>	Ongoing through September 2024
<b><i>Task 2: Existing Conditions and Alternatives Analysis</i></b>	Complete August 2020
<b><i>Task 3: Permitting</i></b>	August 2021
<b><i>Task 4: Conceptual Design</i></b>	December 2020

#### IV. BUDGET

The total expected project cost is \$247,000 to complete the major tasks as outlined above. A portion will be set aside for a USFS Collection Agreement. Table 2 below lists expected costs by task – these costs are expected to change as the project goals and objectives become clearer through the planning process.

**Table 2. Summary Cost Estimate Per Task.**

Task	Sub-Total
1. Project Management	\$25,000
2. Existing Conditions and Alternatives	\$75,000
3. Permitting	\$75,000
4. Conceptual Design	\$25,000
5. USFS Collection	\$47,000
<b>Total</b>	<b>\$247,000</b>



FS Agreement No. \_\_\_\_\_  
Cooperator Agreement No. \_\_\_\_\_

**PARTICIPATING AGREEMENT**  
**Between The**  
**NEVADA TAHOE CONSERVATION DISTRICT**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE**

This PARTICIPATING AGREEMENT is hereby entered into by and between the Nevada Tahoe Conservation District, hereinafter referred to as “NTCD,” and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the “U.S. Forest Service,” under the authority:

Background: For more than the past century, the Burke Creek Watershed has experienced anthropogenic modifications to the creeks and the surrounding meadows and forests including logging, livestock grazing, gravel mining, development , re-development, and restoration. In the 1940s, Burke Creek was relocated and the western portion of the watershed was filled to develop the first airport in the Lake Tahoe Basin, the Sky Harbor Airport. The previously meandering Burke Creek was placed in a straight with one turn ditch from what is now US-50 to Lake Tahoe. In the 1980s, when the US Forest Service aquired Rabe Meadow, Burke Creek was realigned to join with Folsom Spring and the ditch along Kahle Drive to Lake Tahoe was left unfilled for stormwater conveyance. Jennings Pond was also created from the restored excavation area of a planned casino. In a 1991 stormwater project, the ditch along Kahle Drive was filled in and stormdrain and treatment was installed; the ditch from Kahle Drive to Lake Tahoe remained. In 2014, the Burke Creek Master Plan was developed and identified priority projects for restoration of the Burke Creek Watershed. A reach of Burke Creek identified for restoration in the Master Plan was restored in 2016 and 2017 as part of the Burke Creek Hwy 50 Crossing and Realignment Project. This project area covered a section of stream near Kahle Community Center downstream to Jennings Pond. Another small section of creek was restored downstream from Jennings Pond in 2018 and a stormwater project that improved on the work from 1991 was installed to treat runoff from Kahle Drive. The Master Plan also identified future stormwater improvements to Kahle Drive being pursued in the Kahle Drive Complete Street Project, which will remedy stormwater capture issues and render the road end ditch useless for conveyance. The Complete Street Project is currently slated for 2020. The Burke Creek/Kahle Ditch Restoration Project would be the logical next step in these efforts to restore the watershed and protect Lake Tahoe’s famed clarity.



Title: Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase

## **I. PURPOSE:**

The purpose of the agreement is to facilitate cooperation between parties in specific restoration, enhancement, or protection efforts, which are described in Attachment 1, the Project Work Plan. The parties have a common interest in improving or protecting the current condition within Burke Creek Watershed, a tributary to Lake Tahoe which flows through a large U.S. Forest Service owned parcel referred to as Rabe Meadow. This Agreement provides for the interchange of services, equipment, and funds as specifically outlined below to meet the mutually agreed upon objectives of the project.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

NTCD has a mission 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. The U.S. Forest Service owns the downstream portion of the Burke Creek Watershed and the surrounding Rabe Meadow and ... The U.S. Forest Service has previously completed and funded restoration and urban stormwater treatment planning and implementation efforts in the watershed since acquiring the land in the 1980s.

Restoration and continued protection of the area is of mutual benefit to both NTCD and the U.S. Forest Service.

The goal of the Burke Creek/Rabe Meadow Riparian Restoration Project – Planning Phase (Project) is to complete planning and permitting for the restoration of approximately 22 acres of Burke Creek and the surrounding Rabe Meadow.

The objectives of this cooperative effort are to improve stream function and riparian habitat, improve water quality in Lake Tahoe and Burke Creek, and to improve the surrounding recreational experiences. Specifically, the following actions consistent with prior watershed planning documents will be explored in detail:

1. Decommission a drainage ditch that was constructed during development of the area in the 1940s.
2. Reduce the delivery of sediment and nutrients to Lake Tahoe by disconnecting road runoff from Kahle Drive.
3. Improve the riparian health of Burke Creek by improving floodplain access, reducing the number of culverts and road crossings, and allowing natural slough processes to occur near Lake Tahoe.
4. Plan for and prioritize the treatment of invasive weeds in Rabe Meadow.
5. Remove “Jennings Pond” and restorate of the area into a creek with a functioning riparian area.



6. Improve day use and overnight camping recreation experiences in the area by reducing flooding and vector issues.

The project is considered to be Phase 3 of the Environmental Improvement Project (EIP) “Burke Creek Watershed Stormwater Improvements” with a Tahoe Regional Planning Agency EIP number 01.01.01.0115.

In consideration of the above premises, the parties agree as follows:

### **III. NTCD SHALL:**

- A. LEGAL AUTHORITY. NTCD shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, Chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. NTCD may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. NTCD will complete the following tasks while working collaboratively with the U.S. Forest Service:

#### Task 1: Project Management and Coordination

NTCD will facilitate all pertinent project-oriented meetings with funding agencies, regulators, and stakeholders. Meetings and communication will include regular project management meetings and correspondence as well as communication with the US Forest Service (USFS), private landowners, and any other stakeholders that could provide benefits to the project design and implementation.

#### Deliverables:

- 1. Electronic copies of agendas, presentations and meeting minutes.
- 2. Monthly invoicing and budget status updates.



### Task 2: Existing Conditions and Alternatives Analysis

NTCD will review existing data, documents, and maps for the project including existing groundwater data, previous HEC-RAS models, supplemental survey, USFS botanical and wildlife surveys, wetland delineations, cultural resources, master planning efforts, and property boundaries. After analysis of existing conditions, NTCD will coordinate with the USFS to determine which additional resource surveys are necessary for NEPA. With the existing conditions, NTCD will perform preliminary hydrologic analyses and create a design base map in GIS. NTCD will complete preliminary hydrology of the area for onsite and offsite runoff utilizing HEC-RAS software to the level required to support the development of the design and permitting.

The existing conditions will provide a baseline for the analysis of alternatives. It's estimated that four alternatives will be explored for the lower portion of Burke Creek and at least two alternatives will be examined for Jennings's Pond as a separate or concurrent project.

#### *Deliverables:*

1. Written Alternatives Analysis Report with Existing Conditions Section.

### Task 3: Permitting

NTCD will coordinate with the USFS to determine a collection agreement for USFS specialists to do any necessary studies and review of existing studies necessary for NEPA compliance in the area. NTCD will complete the mapping using HEC-RAS necessary for any FEMA permitting requirements and for the design of the preferred alternative.

#### *Deliverables:*

1. Draft EA or EIS
2. HEC-RAS floodplain mapping for existing and preferred alternatives.

### Task 4: Plans for Preferred Alternatives

NTCD will develop conceptual plans and a cost estimate for the preferred alternative selected from the Alternatives Analysis. NTCD will also develop an invasive weeds treatment plan for Rabe Meadow using the information acquired from the Existing Conditions Report and NEPA-related botanical studies.

#### *Deliverables:*

1. Conceptual Plans and Cost Estimate for the Preferred Alternative
2. Invasive Weeds Treatment Plan



#### IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NTCDNTCD for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$247,000, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of NTCD's monthly invoice. Each invoice from NTCD shall display the total project costs for the billing period, separated by U.S. Forest Service and NTCD's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display NTCD's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. NTCD's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and NTCD share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc\_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

Send a copy to:



- B. **ADVANCE PAYMENT.** The U.S. Forest Service shall make advance payment upon receipt of an invoice from NTCD. The invoice must be submitted no more than monthly and the total must not exceed the U.S. Forest Service's share of anticipated expenses as identified on the financial plan. The first invoice may request an advance based on an estimated cost not to exceed 30 days expenditures. Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice, separated by U.S. Forest Service and NTCD's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs. If NTCD receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the U.S. Forest Service upon expiration of this agreement. The final invoice from NTCD must be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. NTCD's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by 'advance'
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc\_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

Send a copy to:

C.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**





- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Project Contact</b>	<b>Cooperator Financial Contact</b>
Name: Meghan Kelly Address: PO Box 11105 City, State, Zip: Zephyr Cove, NV 89448 Telephone: (775)586-1610 FAX: (775)586-1612 Email: mkelly@ntcd.org	Name: Dana Olson Address: PO Box 11105 City, State, Zip: Zephyr Cove, NV 89448 Telephone: (775)586-1610 FAX: (775)586-1612 Email: dolson@ntcd.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

- B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NTCD acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NTCD fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NTCD has expended in violation of sections 433 and 434.



- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NTCD are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To NTCD, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or NTCD from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of NTCD's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NTCD's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NTCD to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the NTCD when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. NTCD agree(s) that any of NTCD's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as NTCD hereby willingly agree(s) to assume these responsibilities.
- Further, NTCD shall provide any necessary training to NTCD's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NTCD shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S.



Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- J. ELIGIBLE WORKERS. NTCD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). NTCD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). NTCD shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- L. STANDARDS FOR FINANCIAL MANAGEMENT.



## **1. Financial Reporting**

NTCD shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

## **2. Accounting Records**

NTCD shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

## **3. Internal Control**

NTCD shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. NTCD shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

## **4. Source Documentation**

NTCD shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

## **5. Advance Payments**

When applicable, NTCD shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement. Any advance requested by NTCD must be expended within 30 days of receipt.

M. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ 47,000 are currently available for performance of this agreement through September, 30, 2014. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until NTCD receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

N. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and



have an effective period applicable to the term of this agreement.

1. If NTCD has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, NTCD shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from NTCD's cognizant audit agency no later than 3 months after the effective date of the agreement. NTCD will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

O. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. NTCD shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income shall be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the Signatory Official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which NTCD did not anticipate at the time of the award must be used to reduce the Federal agency and NTCD's contributions rather than to increase the funds committed to the project.
3. Unless the terms and conditions of the agreement provide otherwise, NTCD shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross



income to determine program income; provided these costs have not been charged to the agreement, and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, NTCD shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

- P. HEALTH & HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM (HHS PMS). NTCD identified for use of this payment system shall designate a financial institution or an authorized payment agent through which a direct deposit may be made in accordance with current HHS PMS system requirements. The Albuquerque Service Center is responsible for soliciting initial enrollment in the HHS PMS. **Any questions concerning payments should be addressed to the Albuquerque Service Center at (877) 372-7248.** Please ask for the Grants and Agreements Payments section. Any subsequent changes to banking information are made by NTCD through the HHS PMS. The HHS sub-account number(s) for this Agreement is/are:

PROGRAM	HHS SUB-ACCOUNT	AMOUNT
	<b>G</b>	\$
	<b>G</b>	\$

- Q. OVERPAYMENT. Any funds paid to NTCD in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by NTCD to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to NTCD.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.



- R. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination NTCD shall close out the agreement.

Any unobligated balance of cash advanced to NTCD must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by NTCD.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- S. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

NTCD shall submit semi-annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with NTCD's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NTCD shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. NTCD shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.



If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- U. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- V. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- W. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NTCD is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“ of the U.S. Forest Service, U.S. Department of Agriculture”

NTCD may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. NTCD is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- X. PURCHASE OF EQUIPMENT. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to on completion of the project, if appropriate.





- Y. FUNDING. Federal funding under this agreement is not available for reimbursement of NTCD's purchase of . Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- Z. PROPERTY IMPROVEMENTS. Improvements placed by NTCD on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles NTCD to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- AA. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the NTCD's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). NTCD shall maintain cost and price analysis documentation for potential U.S. Forest Service review. NTCD is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- BB. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- CC. FLY AMERICA ACT. The Fly America Act of 1974 (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available and when no Federal, statutory exceptions apply. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR Part 301, and are hereby incorporated by reference into this award.
- DD. GOVERNMENT-FURNISHED PROPERTY. NTCD may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. NTCD shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Liability for Government Property.*

1. Unless otherwise provided for in the agreement, NTCD shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:



- a. The risk is covered by insurance or NTCD is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of NTCD's managerial personnel. NTCD's managerial personnel, in this provision, means NTCD's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of NTCD's business; all or substantially all of NTCD's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. NTCD shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. NTCD shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
  3. NTCD shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
  4. Upon the request of the Grants Management Specialist, NTCD shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- EE. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.
- FF. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.



- GG. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NTCD shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- HH. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NTCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- II. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NTCD materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by NTCD or more severe enforcement action by the U.S. Forest Service;
  2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current agreement for NTCD's program;
  4. Withhold further awards for the program, or
  5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.



JJ. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and NTCD agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by NTCD to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, NTCD shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to NTCD for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by NTCD up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

KK. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

LL. DEBARMENT AND SUSPENSION. NTCD shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should NTCD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

MM. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:

All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law



enforcement representative of a Federal department or agency authorized to receive such information.

- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- NN. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, NTCD shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- OO. COPYRIGHTING. NTCD is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- 1. The copyright in any work developed by NTCD under this agreement.
- 2. Any right of copyright to which NTCD purchase(s) ownership with any federal contributions.



- PP. PUBLICATION SALE. NTCD may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.
- QQ. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least \_\_\_\_\_ days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- RR. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through \_\_\_\_\_ at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- SS. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

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Glen Smith, President  
Nevada Tahoe Conservation District

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Date

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,  
U.S. Forest Service,

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Date

The authority and format of this agreement have been reviewed and approved for signature.

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Date

## U.S. Forest Service Grants Management Specialist

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.