



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

# Board Meeting Agenda

January 21, 2020

10:00 AM (estimated 2 hour duration)

**Location:** Parasol Building Board Room, 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Changes to Agenda Order and Timing.** Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.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  
November 19, 2019.** 4

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**B For Possible Action: Approval of the NTCD financial report for November 2019** 8  
As of 11/30/19, the District's Fund balance was \$163,737. This represents the District's available spendable resources, or assets less liabilities. November had a surplus of \$27,535. This was due to a grant of \$25,000 from Douglas County and \$5,000 from the Nevada Association of Conservation Districts. The District had project work to keep the staff busy and no major expenditures. This was the fifth month of the fiscal year.

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**C For Possible Action: Kahle Ditch Riparian Restoration Project funded by Tahoe Beach Club final contract amount was reduced to \$50,610.**  
The Kahle Ditch Riparian restoration Project funded by Tahoe Beach Club was originally approved for \$89,000 beginning March 19, 2019. This amount was reduced to \$50,610 on the final contract.

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# ADMINISTRATIVE CALENDAR

## Agenda Items

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### 8 Consent Calendar items pulled for further discussion

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

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### 9 For Possible Action: Approval of the NTCD financial report for December 2019

14

As of 12/31/19, the District's Fund balance was \$157,270. This represents the District's available spendable resources, or assets less liabilities. December had a deficit of \$6,468. There were multiple vacations taken this month which reduced the amount of project work completed this in turn reduced the amount of indirect rate that was brought in by the District. This was the sixth month of the fiscal year.

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### 10 For Possible Action: Discussion of Environmental Quality Incentives Program opportunities.

The Natural Resources Conservation Service Environmental Quality Incentives Program provides agricultural producers with financial resources and one-on-one help to plan and implement improvements or conservation practices. At the past board meeting, there was discussion regarding applying for one of these grants.

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### 11 For Possible Action: Approval of Washoe County Lake Clarity Crediting Program Registration and Implementation for \$91,460.51 (NDEP \$39,229.92, Washoe County \$36,730.59 and \$15,000 in-kind) effective January 2020 to December 2021.

20

This project is a continuation of work that will assist Washoe County to fulfill obligations and commitments contained in the Interlocal Agreement (ILA) to Implement the Lake Tahoe Total Maximum Daily Load (TMDL) with the Nevada Division of Environmental Protection (NDEP). The Nevada Tahoe Conservation District (NTCD) will work closely with Washoe County and NDEP to implement the Lake Clarity Crediting Program and document attainment of load reduction milestones and associated credit targets contained in the ILA.

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### 12 For Possible Action: Approval of Proposal for the National Association of Conservation Districts Urban Agriculture Conservation Initiative.

37

Approval of Barton Health Urban Garden Providing Food Access, Therapy, and Nutrition Education Grant through the National Association of Conservation Districts Urban Agriculture Conservation Initiative for \$33,036. This grant has been submitted by the Tahoe Resource Conservation District and would provide funding for coordination of a urban garden at Barton Health in South Tahoe.

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### 13 For Possible Action: Staff Report

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### 14 Supervisor's Comments

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### 15 Public Interest Comments

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### 16 For Possible Action: Motion to Adjourn

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PO Box 915  
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775-586-1610 x 21

## Board Meeting Minutes

November 19, 2019

10:00 AM

**Location:** Parasol Building, 948 Incline Way, Incline Village, NV

**Present:** Supervisor G. Smith M. Kelly, District Manager  
Supervisor Cook D. Olson, Asst. District Manager  
Supervisor Martin  
Supervisor Nelson  
Supervisor Sarnoff (phone)  
Supervisor Appointee D. Smith (phone)

**Absent:** Supervisor Berkgigler  
Supervisor Perlman-Whyman  
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 move all voting items to the beginning of the meeting presented by Supervisor Martin, seconded by Supervisor Cook. Motion carried unanimously.

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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.

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

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**CONSENT CALENDAR**

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Motion to approve the Consent Calendar removing 6D for discussion presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

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**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**

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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 – PULLED FOR DISCUSSION**

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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  
September 15, 2019.**

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**4**

# ADMINISTRATIVE CALENDAR

## Agenda Items

Page #

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### 9 Approval of the NTCD financial report for October 2019

7

As of 10/31/19, the District's Fund balance was \$136,209. This represents the District's available spendable resources, or assets less liabilities. September had a surplus of \$1,545.19. The District had project work to keep the staff busy and no major expenditures. This was the fourth month of the fiscal year. Asst. District Manager Olson discussed receiving \$25,000 from Douglas County this month and that the audit bill of \$10,000 will be billed next month. Motion to approve the October 2019 financials presented by Supervisor Martin, Seconded by Supervisor Nelson. Carried unanimously.

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### 10 Approval of staff compensation and pay scale adjustments.

14

Supervisor G. Smith discussed the need for an adjustment to the salary pay scale which has not been updated since 2006. Asst. District Manager Olson presented the current salary ranges, Tahoe Resource Conservation District's salary survey, and a job posting for an engineer at South Tahoe Public Utility District (STPUD). District Manager Kelly recommended a 10% increase to the maximum salary ranges on which Supervisor Martin agreed and recommended a 5% increase to the minimum salary ranges. This was discussed by the rest of the board with Supervisor Appointee D. Smith agreeing that the District needs to keep their salaries in alignment with local and regional ranges. He also noted that Washoe County is currently going through the same process of updating their salary ranges. Supervisor Martin presented to adjust the current salary ranges by increasing the minimum by 5% and maximum by 15%. Seconded by Supervisor Sarnoff. Motion carried unanimously.

The discussion then turned to compensation of current staff. District Manager Kelly will be responsible to determine staff compensation as she deems necessary. Supervisor Martin discussed the current job opening at STPUD and felt that her salary should be commensurate with this. Supervisor Smith and District Manager Kelly then discussed a '5-year plan' to make sure there is work towards redundancy and that this job should not hold her back from future opportunities. A motion to increase District Manager Kelly's salary to \$120,000 was presented by Supervisor Martin. Seconded by Supervisor Nelson. Motion carried unanimously.

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### 11 Acceptance of \$250k private donation for SEZ restoration at Brautovich Park.

This joint project between Douglas County and NTCD aims to restore a large portion of a historic stream environment zone (SEZ) of Brautovich Park. The project will be funded by a one-time private donation of \$250,000. NTCD will be responsible for developing engineering plans, permits and completion of the SEZ restoration portion of the project. District Manager Kelly explained that this project came out of discussions while she was on the Douglas County Parks and Recreation Commission. The funds are from a private source due to Tahoe Regional Planning Agency (TRPA) mitigation requirements. The funds will be pre-paid to the District and oversight will be done by Douglas County and the TRPA. Additional funds will be sought from Douglas County and potentially other sources to pay for turf and a playground. A motion to approve the Brautovich Park Restoration project and acceptance of the private donation for \$250,000 was presented by Supervisor Sarnoff. Seconded by Supervisor Cook. Motion carried unanimously.

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### 8 Consent Calendar items pulled for further discussion: 6D

Supervisor Martin discussed that the NvACD annual meeting focused on soil health. He distributed a 2019 grant opportunity for 9 million dollars in technical assistance to do Environmental Quality Incentives Program (EQIP) projects. The 2020 grant should be out in January. This could provide a good platform to work with Natural Resources Conservation Service (NRCS) on engineering projects around Nevada. Supervisor Martin will schedule a meeting with District Manager Kelly and Larry Hicks, a conservation district employee in Wyoming that has done similar work with NRCS, to discuss what he has done and how he has worked with EQIP and NRCS.

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### 12 For Possible Action: Staff Report

District Manager Kelly: Nevada Department of Transportation (NDOT) Assistance Grant has about \$500,000 left after this year's construction season. NDOT is considering either ramping up construction for next year or extending the grant.

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There is current work with the Forest Service on a beaver dam issue in Rabe Meadow. This has been problematic all summer, causing flooding and is undermining the bike path. Discussed doing a tour of the Bentley distillery and farm for a holiday party. Supervisor Nelson said he would try to plan this.

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**13 Supervisor's Comments**

Supervisor Nelson: Need to put NRCS partnership with the EQIP on the next board agenda.

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**14 Public Interest Comments**

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

Motion to adjourn presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

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		INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
		NV TAHOE CONSERVATION DIST.	November 2019	YTD July 2019 -June 2020	Budget	Variance Favorable (Unfavorable)	42%
	<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	25,000.00	25,000.00	0.00	100%
	NV Division of Conser. District	5,000.00	5,000.00	4,000.00	4,000.00	1,000.00	125%
	Washoe County Community Grant		10,000.00	15,000.00	15,000.00	(5,000.00)	67%
	<b>Total Community Grants-Income</b>	<b>30,000.00</b>	<b>40,000.00</b>	<b>47,000.00</b>	<b>47,000.00</b>	<b>(7,000.00)</b>	<b>85%</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>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>	10,335.40	54,443.98	140,500.00	140,500.00	(86,056.02)	39%
	<b>TOTAL INCOME</b>	<b>40,335.40</b>	<b>94,443.98</b>	<b>187,500.00</b>	<b>187,500.00</b>	<b>(93,056.02)</b>	<b>50%</b>
	<b>EXPENSES</b>						
	<b>Advertising-Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>
	<b>Building Expense</b>						
	Building Repairs/Maint-Expense	90.00	495.00	1,680.00	1,680.00	1,185.00	29%
	<b>Total Building Expense</b>	<b>90.00</b>	<b>495.00</b>	<b>1,680.00</b>	<b>1,680.00</b>	<b>1,185.00</b>	
	<b>Conference &amp; Training-Expense</b>						
	Food		172.41			(172.41)	
	Lodging		173.87			(173.87)	
	Parking					0.00	
	Registration Fees		85.00			(85.00)	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other					0.00	
	<b>Total Conference &amp; Training-Expense</b>	<b>0.00</b>	<b>431.28</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>1,568.72</b>	<b>22%</b>
	<b>Deposit Security</b>					0.00	
	<b>Donation-Expense</b>		60.00			(60.00)	
	<b>Dues and Subscriptions-Expense</b>						
	Membership/Dues District		125.00			(125.00)	
	Membership/Dues Staff	116.00	116.00			(116.00)	
	Dues and Subscriptions-Expense - Other			1,000.00	1,000.00		
	<b>Total Dues and Subscriptions-Expense</b>	<b>116.00</b>	<b>241.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>759.00</b>	<b>24%</b>
	<b>Equipment-Expense</b>					0.00	



	Computer Hardware & Software	214.18	1,945.19	6,610.00	4,664.81	29%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	120.08	632.78	5,000.00	4,367.22	13%
	Repairs & Maintenance Equipment				0.00	
	Telephone System				0.00	
	Equipment-Expense - Other		139.11		(139.11)	
<b>Total Equipment-Expense</b>		<b>334.26</b>	<b>2,717.08</b>	<b>12,110.00</b>	<b>9,392.92</b>	<b>22%</b>
<b>Insurance-Expense</b>					0.00	
	E&O/Prop/ Liability Insurance		4,624.60	5,000.00	375.40	92%
<b>Total Insurance-Expense</b>		<b>0.00</b>	<b>4,624.60</b>	<b>5,000.00</b>	<b>375.40</b>	<b>92%</b>
	Meals - Expense		50.54		(50.54)	
	Meetings Expense - Other				0.00	
<b>Meetings Expense</b>		<b>0.00</b>	<b>50.54</b>	<b>500.00</b>	<b>500.00</b>	<b>0%</b>
<b>Miscellaneous Expense</b>		<b>0.00</b>	<b>0.01</b>			
<b>Other Expenses</b>				<b>0.00</b>		
<b>Professional Fees-Expense</b>						
	Accounting	139.98	171.98	12,500.00	12,328.02	1%
	Audit				0.00	
	Bank fees	34.03	139.34	600.00	460.66	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
<b>Total Professional Fees-Expense</b>		<b>174.01</b>	<b>311.32</b>	<b>13,400.00</b>	<b>13,088.68</b>	<b>2%</b>
<b>Rents and Leases</b>						
	Office Space Lease	1,250.00	6,250.00	15,000.00	8,750.00	42%
	Storage Rents					
	Rents and Leases-Other		(139.11)		139.11	
<b>Total Rents and Leases</b>		<b>1,250.00</b>	<b>6,110.89</b>	<b>15,000.00</b>	<b>8,889.11</b>	<b>41%</b>
<b>Service Charges</b>			<b>0.00</b>		<b>0.00</b>	<b>0%</b>
<b>Subcontractor Fees-Expense</b>					0.00	
	2nd Nature				0.00	
	Biological by Design				0.00	
	High Sierra Water Lab				0.00	
	Hughes Weed Control				0.00	
	Jacobs, Jack P.E.				0.00	
	Nichols Consulting Engineers				0.00	
	Round Hill GID				0.00	
	Other			0.00	0.00	
<b>Total Subcontractor Fees-Expense</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Supplies-Expense</b>						
	Office Supplies	11.90	38.65	2,000.00		
	Photocopies					
	Postage and Delivery	134.00	171	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other		263.01	500.00	236.99	53%
<b>Total Supplies-Expense</b>		<b>145.90</b>	<b>472.66</b>	<b>3,700.00</b>	<b>3,227.34</b>	<b>13%</b>

<b>Telecommunications</b>							
	Internet Fees			150.00	150.00	0%	
	Long Distance				0.00		
	Phone Services			5,000.00	5,000.00	0%	
	Telephone-Expense - Other	233.49	1,160.90		(1,160.90)		
<b>Total Telecommunications-Expense</b>		<b>233.49</b>	<b>1,160.90</b>	<b>5,150.00</b>	<b>3,989.10</b>	<b>23%</b>	
<b>Vehicles-Expense</b>					0.00		
	District Vehicle Use	(87.00)	(1,858.32)	(2,500.00)			
	Fuel-Expense		677.28	2,000.00	1,322.72	34%	
	License & Maintenance		505.79	1,500.00	994.21	34%	
	Mileage Reimbursement Expense	3.48	3.48	100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
<b>Total Vehicles-Expense</b>		<b>(83.52)</b>	<b>(671.77)</b>	<b>1,100.00</b>	<b>1,771.77</b>	<b>-61%</b>	
<b>Wages</b>							
	Payroll Clearing Account	(557.34)	31.00				
	Wages - Asst. Dist. Mgr (DO)	6,493.73	27,181.04				
	Wages-ES III (DF)	2,409.45	12,406.81				
	Professional Engineer (MG)	1,284.37	8,076.63				
	Professional Engineer (MK)	5,134.93	18,570.99				
	Wages - Other	2.51	6.06				
	Uncompensated Absence-Reimb Exp	(4,383.75)	(23,596.17)				
<b>Total Wages</b>		<b>10,383.90</b>	<b>42,676.36</b>	<b>110,000.00</b>	<b>67,323.64</b>	<b>39%</b>	
<b>Wages-Overhead/Fringe</b>					0.00		
	Long Term Disability	156.23	781.15	1,860.00			
	Misc Payroll Expense						
<b>Total Wages-Overhead/Fringe</b>		<b>156.23</b>	<b>781.15</b>	<b>1,860.00</b>	<b>1,078.85</b>	<b>42%</b>	
	<b>Total Wages/Ovrhead</b>	<b>10,540.13</b>	<b>43,457.51</b>	<b>111,860.00</b>	<b>68,402.49</b>	<b>81%</b>	
<b>Revolving Account</b>							
	<b>TOTAL EXPENSES (No Indirect included)</b>	<b>12,800.27</b>	<b>59,461.02</b>	<b>172,500.00</b>	<b>113,038.98</b>	<b>34%</b>	
	<b>NET REVENUE OVER/(UNDER) EXPENSES</b>	<b>27,535.13</b>	<b>34,982.96</b>				
	<b>Fund Balance (total equity)</b>	<b>\$ 163,737</b>					

## Nevada Tahoe Conservation District

## Balance Sheet

As of November 30, 2019

	Nov 30, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	30,784.88
Total Checking/Savings	30,785.73
Accounts Receivable	
Accounts Receivable	265,726.58
Total Accounts Receivable	265,726.58
Total Current Assets	296,512.31
Other Assets	
Prepaid expenses	1,250.00
Total Other Assets	1,250.00
<b>TOTAL ASSETS</b>	<b>297,762.31</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	120,500.97
Total Accounts Payable	120,500.97
Other Current Liabilities	
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	670.00
Deferred Income - Demo garden	192.86
Liab.Uncompensated Absences	11,855.76
Payroll Liabilities	
NV Unemployment Payable	-1.52
Total Payroll Liabilities	-1.52
Total Other Current Liabilities	13,524.01
Total Current Liabilities	134,024.98
Total Liabilities	134,024.98
Equity	
Opening Balance	11,724.59
Prior Earnings	117,029.78
Net Income	34,982.96
Total Equity	163,737.33
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>297,762.31</b>

1:56 PM

01/15/20

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

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Dana Olson AP	0.00	26.75	0.00	0.00	0.00	26.75
Fellers, Dominique	34.80	0.00	0.00	0.00	0.00	34.80
Kingsbury Hardware	0.00	30.35	0.00	0.00	0.00	30.35
Meeks	0.00	-101.72	0.00	0.00	0.00	-101.72
Monica Grammenos AP	17.75	82.71	0.00	0.00	0.00	100.46
PERS, State of Nevada	7,644.70	0.00	0.00	0.00	0.00	7,644.70
RaPID Construction Inc	0.00	111,877.87	0.00	0.00	0.00	111,877.87
Wells Fargo Business Card Kelly	116.00	0.00	0.00	0.00	0.00	116.00
Wells Fargo Business Card Olson	919.70	0.00	0.00	0.00	0.00	919.70
Western Nevada Supply	0.00	-147.94	0.00	0.00	0.00	-147.94
<b>TOTAL</b>	<b><u>8,732.95</u></b>	<b><u>111,768.02</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>120,500.97</u></b>

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

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Brautovich Park	468.01	0.00	0.00	0.00	0.00	468.01
Caltrans Road RAM	4,755.47	1,027.57	0.00	2,599.66	0.00	8,382.70
Douglas Co AQ Kahle	1,052.75	0.00	0.00	801.99	0.00	1,854.74
Douglas Co Kahle	0.00	310.78	0.00	793.07	0.00	1,103.85
Douglas County Assistance	7,913.64	5,392.44	0.00	0.00	0.00	13,306.08
NDEP 2018 LCCP	3,985.32	3,526.54	0.00	0.00	0.00	7,511.86
NDOT 2018 LCCP	0.00	7,994.70	0.00	3,664.78	0.00	11,659.48
NDOT Assistance	42,150.52	134,815.51	0.00	0.00	0.00	176,966.03
NDSL RWC	313.66	11,558.88	0.00	10,869.19	0.00	22,741.73
TahoeRCD 2019 RSWMP	173.87	0.00	0.00	415.17	0.00	589.04
TRPA SSH	0.00	13,355.75	0.00	0.00	0.00	13,355.75
USBOR RWC Continuation	632.03	0.00	0.00	0.00	0.00	632.03
USFS Burke Watershed	1,052.75	0.00	0.00	0.00	0.00	1,052.75
Washoe Co Lower Wood Creek	0.00	547.14	0.00	0.00	0.00	547.14
Wildscape 2019	0.00	0.00	0.00	0.00	687.23	687.23
Wildscape Bijou Park Creek	747.48	517.36	0.00	1,185.06	0.00	2,449.90
ZCES Domes	315.58	465.74	0.00	771.37	865.57	2,418.26
<b>TOTAL</b>	<b>63,561.08</b>	<b>179,512.41</b>	<b>0.00</b>	<b>21,100.29</b>	<b>1,552.80</b>	<b>265,726.58</b>

		INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
		NV TAHOE CONSERVATION DIST.	December 2019	YTD July 2019 -June 2020	Budget	Variance Favorable (Unfavorable)	50%
	<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	0.00	100%
	NV Division of Conser. District			5,000.00	4,000.00	1,000.00	125%
	Washoe County Community Grant			10,000.00	15,000.00	(5,000.00)	67%
	<b>Total Community Grants-Income</b>		<b>0.00</b>	<b>40,000.00</b>	<b>47,000.00</b>	<b>(7,000.00)</b>	<b>85%</b>
	<b>Grants-Income</b>					0.00	
	Administration Fee Income					0.00	
	Personnel Cost Income					0.00	
	Wages Weighted Rate-Grant Income					0.00	
	Grants-Income - Other					0.00	
	<b>Total Grants-Income</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	
	<b>Income-Pass Thru Subcontractor</b>					0.00	
	<b>Interest</b>					0.00	
	<b>Miscellaneous Income</b>		(0.01)			0.00	
	<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</b> (GL Shows in Expense Category)		9,493.66	63,937.64	140,500.00	(76,562.36)	46%
	<b>TOTAL INCOME</b>		<b>9,493.65</b>	<b>103,937.64</b>	<b>187,500.00</b>	<b>(83,562.36)</b>	<b>55%</b>
	<b>EXPENSES</b>						
	<b>Advertising-Expense</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0%</b>
	<b>Building Expense</b>						
	Building Repairs/Maint-Expense		90.00	585.00	1,680.00	1,095.00	35%
	<b>Total Building Expense</b>		<b>90.00</b>	<b>585.00</b>	<b>1,680.00</b>	<b>1,095.00</b>	
	<b>Conference &amp; Training-Expense</b>						
	Food			172.41		(172.41)	
	Lodging			173.87		(173.87)	
	Parking					0.00	
	Registration Fees			85.00		(85.00)	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other					0.00	
	<b>Total Conference &amp; Training-Expense</b>		<b>0.00</b>	<b>431.28</b>	<b>2,000.00</b>	<b>1,568.72</b>	<b>22%</b>
	<b>Deposit Security</b>					<b>0.00</b>	
	<b>Donation-Expense</b>			<b>60.00</b>		<b>(60.00)</b>	
	<b>Dues and Subscriptions-Expense</b>						
	Membership/Dues District			125.00		(125.00)	
	Membership/Dues Staff			116.00		(116.00)	
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
	<b>Total Dues and Subscriptions-Expense</b>		<b>0.00</b>	<b>241.00</b>	<b>1,000.00</b>	<b>759.00</b>	<b>24%</b>
	<b>Equipment-Expense</b>					0.00	

	Computer Hardware & Software	564.00	2,509.19	6,610.00	4,100.81	38%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	125.05	757.83	5,000.00	4,242.17	15%
	Repairs & Maintenance Equipment				0.00	
	Telephone System				0.00	
	Equipment-Expense - Other		139.11		(139.11)	
<b>Total Equipment-Expense</b>		<b>689.05</b>	<b>3,406.13</b>	<b>12,110.00</b>	<b>8,703.87</b>	<b>28%</b>
<b>Insurance-Expense</b>					0.00	
	E&O/Prop/ Liability Insurance		4,624.60	5,000.00	375.40	92%
<b>Total Insurance-Expense</b>		<b>0.00</b>	<b>4,624.60</b>	<b>5,000.00</b>	<b>375.40</b>	<b>92%</b>
	Meals - Expense		50.54		(50.54)	
	Meetings Expense - Other				0.00	
<b>Meetings Expense</b>		<b>0.00</b>	<b>50.54</b>	<b>500.00</b>	<b>500.00</b>	<b>0%</b>
<b>Miscellaneous Expense</b>		<b>0.00</b>	<b>0.01</b>			
<b>Other Expenses</b>				<b>0.00</b>		
<b>Professional Fees-Expense</b>						
	Accounting	8.00	179.98	12,500.00	12,320.02	1%
	Audit				0.00	
	Bank fees	33.56	172.90	600.00	427.10	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
<b>Total Professional Fees-Expense</b>		<b>41.56</b>	<b>352.88</b>	<b>13,400.00</b>	<b>13,047.12</b>	<b>3%</b>
<b>Rents and Leases</b>						
	Office Space Lease	1,250.00	7,500.00	15,000.00	7,500.00	50%
	Storage Rents					
	Rents and Leases-Other		(139.11)		139.11	
<b>Total Rents and Leases</b>		<b>1,250.00</b>	<b>7,360.89</b>	<b>15,000.00</b>	<b>7,639.11</b>	<b>49%</b>
<b>Service Charges</b>			<b>0.00</b>		<b>0.00</b>	<b>0%</b>
<b>Subcontractor Fees-Expense</b>					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		38.65	2,000.00		
	Photocopies					
	Postage and Delivery	26.40	197.4	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other	54.67	317.68	500.00	182.32	64%
<b>Total Supplies-Expense</b>		<b>81.07</b>	<b>553.73</b>	<b>3,700.00</b>	<b>3,146.27</b>	<b>15%</b>
<b>Telecommunications</b>						
	Internet Fees			150.00	150.00	0%
	Long Distance				0.00	
	Phone Services			5,000.00	5,000.00	0%
	Telephone-Expense - Other	233.49	1,394.39		(1,394.39)	
<b>Total Telecommunications-Expense</b>		<b>233.49</b>	<b>1,394.39</b>	<b>5,150.00</b>	<b>3,755.61</b>	<b>27%</b>

<b>Vehicles-Expense</b>						0.00	
	District Vehicle Use		(1,858.32)	(2,500.00)			
	Fuel-Expense		677.28	2,000.00	1,322.72	34%	
	License & Maintenance		505.79	1,500.00	994.21	34%	
	Mileage Reimbursement Expense		3.48	100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
<b>Total Vehicles-Expense</b>		<b>0.00</b>	<b>(671.77)</b>	<b>1,100.00</b>	<b>1,771.77</b>	<b>-61%</b>	
<b>Wages</b>							
	Payroll Clearing Account	(496.36)	(465.36)				
	Wages - Asst. Dist. Mgr (DO)	7,053.35	34,234.39				
	Wages-ES III (DF)	5,856.21	18,263.02				
	Professional Engineer (MG)	2,121.66	10,198.29				
	Professional Engineer (MK)	3,412.55	21,983.54				
	Wages - Other	1.31	7.37				
	Uncompensated Absence-Reimb Exp	(4,528.73)	(28,124.90)				
<b>Total Wages</b>		<b>13,419.99</b>	<b>56,096.35</b>	<b>110,000.00</b>	<b>53,903.65</b>	<b>51%</b>	
<b>Wages-Overhead/Fringe</b>					0.00		
	Long Term Disability	156.23	937.38	1,860.00			
	Misc Payroll Expense						
<b>Total Wages-Overhead/Fringe</b>		<b>156.23</b>	<b>937.38</b>	<b>1,860.00</b>	<b>922.62</b>	<b>50%</b>	
	<b>Total Wages/Ovrhead</b>	<b>13,576.22</b>	<b>57,033.73</b>	<b>111,860.00</b>	<b>54,826.27</b>	<b>101%</b>	
<b>Revolving Account</b>							
	<b>TOTAL EXPENSES (No Indirect included)</b>	<b>15,961.39</b>	<b>75,422.41</b>	<b>172,500.00</b>	<b>97,077.59</b>	<b>44%</b>	
	<b>NET REVENUE OVER/(UNDER) EXPENSES</b>	<b>(6,467.74)</b>	<b>28,515.23</b>				
	<b>Fund Balance (total equity)</b>	<b>\$ 157,270</b>					



## Nevada Tahoe Conservation District

## Balance Sheet

As of December 31, 2019

	Dec 31, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	60,394.89
Total Checking/Savings	60,395.74
Accounts Receivable	
Accounts Receivable	122,570.44
Total Accounts Receivable	122,570.44
Total Current Assets	182,966.18
Other Assets	
Prepaid expenses	1,250.00
Total Other Assets	1,250.00
<b>TOTAL ASSETS</b>	<b>184,216.18</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	14,737.33
Total Accounts Payable	14,737.33
Other Current Liabilities	
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	670.00
Deferred Income - Demo garden	192.86
Liab.Uncompensated Absences	10,541.01
Payroll Liabilities	
NV Unemployment Payable	-1.52
Total Payroll Liabilities	-1.52
Total Other Current Liabilities	12,209.26
Total Current Liabilities	26,946.59
Total Liabilities	26,946.59
Equity	
Opening Balance	11,724.59
Prior Earnings	117,029.78
Net Income	28,515.22
Total Equity	157,269.59
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>184,216.18</b>

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**Nevada Tahoe Conservation District**  
**A/P Aging Summary**  
**As of December 31, 2019**

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Fellers, Dominique	149.57	0.00	0.00	0.00	0.00	149.57
Monica Grammenos AP	24.94	0.00	0.00	0.00	0.00	24.94
Nichols Consulting Engineers Corm	2,247.50	0.00	0.00	0.00	0.00	2,247.50
PERS, State of Nevada	7,800.58	0.00	0.00	0.00	0.00	7,800.58
Sustainable Community Advocates	840.00	0.00	0.00	0.00	0.00	840.00
USGS	0.00	3,000.00	0.00	0.00	0.00	3,000.00
Wells Fargo Business Card Kelly	12.00	0.00	0.00	0.00	0.00	12.00
Wells Fargo Business Card Olson	662.74	0.00	0.00	0.00	0.00	662.74
<b>TOTAL</b>	<b><u>11,737.33</u></b>	<b><u>3,000.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>14,737.33</u></b>

**Nevada Tahoe Conservation District**  
**A/R Aging Summary**  
**As of December 31, 2019**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Brautovich Park	2,742.89	0.00	468.01	0.00	0.00	3,210.90
Caltrans Road RAM	0.00	0.00	4,755.47	1,027.57	0.00	5,783.04
Douglas Co AQ Kahle	4,566.16	0.00	1,052.75	0.00	0.00	5,618.91
Douglas County Assistance	7,200.13	0.00	7,913.64	0.00	0.00	15,113.77
NDEP 2018 LCCP	0.00	0.00	3,985.32	0.00	0.00	3,985.32
NDOT 2018 LCCP	2,636.56	0.00	4,185.94	0.00	0.00	6,822.50
NDOT Assistance	8,033.21	0.00	42,150.52	0.00	0.00	50,183.73
NDSL RWC	0.00	0.00	313.66	0.00	0.00	313.66
TahoeRCD 2019 RSWMP	578.21	0.00	173.87	0.00	237.24	989.32
TRPA SSH	0.00	3,000.00	0.00	13,355.75	0.00	16,355.75
USBOR RWC Continuation	464.62	0.00	0.00	0.00	0.00	464.62
USFS Burke Watershed	5,828.28	0.00	1,052.75	0.00	0.00	6,881.03
Washoe Co 2018 LCCP	2,592.43	0.00	0.00	0.00	0.00	2,592.43
Washoe Co Lower Wood Creek	182.02	0.00	0.00	0.00	0.00	182.02
Wildscape 2019	0.00	0.00	0.00	0.00	687.23	687.23
Wildscape Bijou Park Creek	1,030.59	0.00	747.48	517.36	0.00	2,295.43
ZCES Domes	775.20	0.00	315.58	0.00	0.00	1,090.78
<b>TOTAL</b>	<b>36,630.30</b>	<b>3,000.00</b>	<b>67,114.99</b>	<b>14,900.68</b>	<b>924.47</b>	<b>122,570.44</b>

**SUBGRANT AGREEMENT  
CONTROL #DEPS 20-059**

A Subgrant awarded by:

**Department of Conservation and Natural Resources, Division of Environmental Protection  
901 S. Stewart Street, Carson City, NV 89701-5249  
Phone: (775) 687-4670 Fax: (775) 687-5856**

and awarded to Subgrantee:

**Nevada Tahoe Conservation District  
PO BOX 915  
Zephyr Cove, NV 89448  
hereinafter the "Subgrantee"**

WHEREAS, 40 CFR Part 31.37, NRS 445A.265 and NRS 445A.450 authorize the Division of Environmental Protection to award subgrants of federal financial assistance to local governments for the purposes set forth in authorizing statutes; and

WHEREAS, it is deemed that the project purposes hereinafter set forth are consistent with the federal grant agreement that provides support of the subgrant;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Subgrant shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. SUBGRANT TERM. This Subgrant shall be effective from Nevada Division of Environmental Protection Administrator's Approval to December 31, 2021, unless sooner terminated by either party as set forth in this Subgrant.
4. TERMINATION. This Subgrant may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Subgrant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Subgrant is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Subgrant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK (consisting of 5 pages)

ATTACHMENT B: NDEP ADDITIONAL TERMS & CONDITIONS (consisting of 4 pages)

7. CONSIDERATION. Public Agency agrees to provide the services set forth in paragraph (6) at a cost of \$N/A per N/A with the total Subgrant or installments payable: quarterly, not exceeding \$39,229.92. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Subgrant term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Subgrant are also specifically a part of this Subgrant and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Subgrant must be retained a minimum three years from the date of final payment by the State to the Public Agency, and all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Subgrant shall be deemed a breach. Except as otherwise provided for by law or this Subgrant, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Subgrant liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Subgrant, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Subgrant if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Subgrant after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Subgrant, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Subgrant, and in respect to performance of services pursuant to this Subgrant, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Subgrant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Subgrant. Nothing contained in this Subgrant shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Subgrant or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Subgrant is held to be unenforceable by a court of law or equity, this Subgrant shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Subgrant unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Subgrant without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Subgrant), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Subgrant shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Subgrant.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Subgrant on behalf of each party has full power and authority to enter into this Subgrant and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Subgrant and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.

23. ENTIRE AGREEMENT AND MODIFICATION. This Subgrant and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Subgrant specifically displays a mutual intent to amend a particular part of this Subgrant, general conflicts in language between any such attachment and this Subgrant shall be construed consistent with the terms of this Subgrant. Unless otherwise expressly authorized by the terms of this Subgrant, no modification or amendment to this Subgrant shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**IN WITNESS WHEREOF, the parties hereto have caused this Subgrant to be signed and intend to be legally bound thereby.**

**SUBGRANTEE**

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

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**DIVISION**

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

Name: Greg Lovato

Title: Administrator Date: \_\_\_\_\_

Attachment A  
Scope of Work  
And  
Budget Attachment



## ATTACHMENT “A”

### A. COVER PAGE

**Title:** Washoe County Lake Clarity Crediting Program Implementation Support

**Contractor:** Nevada Tahoe Conservation District

**Address:** Physical: 400 Dorla Ct Mailing: PO Box 915  
Zephyr Cove, NV 89448 Zephyr Cove, NV 89448

**Primary Contact:** Dominique Fellers  
775.586.1610 x26  
775.230.8419  
dfellers@ntcd.org  
775.586.1612 (fax)

**Project Location:** Lake Tahoe, HUC 16050101

**Project Summary:** This project will assist Washoe County to fulfill obligations and commitments contained in the Interlocal Agreement (ILA) to Implement the Lake Tahoe Total Maximum Daily Load (TMDL) with the Nevada Division of Environmental Protection (NDEP). The Nevada Tahoe Conservation District (NTCD) will work closely with Washoe County and NDEP to implement technical elements of the Lake Clarity Crediting Program and document attainment of load reduction milestones and associated credit targets contained in the ILA. Specifically, pollutant controls identified in the jurisdictions’ load reduction plans will be registered and inspected using the LT Info Stormwater Tools.

**Timeframe:** January 2020 – December 2021

**Fiscal Summary:** Total Project Cost: \$ 92,846.52  
NDEP: \$ 39,229.92  
Match: \$ 53,616.60

**Project Partners:** Washoe County  
Northwest Hydraulic Consultants

## B. SCOPE OF WORK

### 1. Background & Need

Lake Tahoe is famous for its remarkable clarity which, over the last fifty years, has been in decline. The Lake Tahoe Total Maximum Daily Load (TMDL) identifies urban stormwater runoff as the primary source of inorganic fine sediment particles less than sixteen microns in diameter (FSP) affecting lake clarity. The TMDL furthermore establishes an implementation framework as well as milestones to achieve FSP, total phosphorus and total nitrogen load reductions that will result in the attainment of clarity goals.

Within Nevada, the TMDL is implemented through an agreement approach. Upon entering into an Interlocal Agreement (ILAs) with the Nevada Division of Environmental Protection (NDEP), Washoe County has agreed to implement, document and ensure ongoing effectiveness of pollutant controls to achieve established lake clarity credit targets. Accounting is carried out through the Lake Clarity Crediting Program (LCCP) process using a suite of approved stormwater tools. The LCCP annual process is comprised of four steps: 1) estimate expected load reductions, 2) register or document the pollutant controls and conditions that are expected to result in the estimated load reductions, 3) inspect on-the-ground conditions to verify the conditions used to estimate load reductions are being maintained, and 4) annually declare/award verified credits and demonstrate compliance with ILA commitments and obligations.

### 2. Project Description, Goals and Objectives

This project will support Washoe County and NDEP to meet respective obligations contained in the ILA and implement the Lake Tahoe TMDL. Specifically, the goals are to carry out the LCCP process and procedures to successfully register pollutant controls within Washoe County that are capable of attaining established load reduction milestones and associated credit targets. The goals will be met through the following objectives:

1. Register Washoe County priority pollutant controls in the Stormwater (SW) Tools on LT Info.
2. Conduct Pollutant Load Reduction Model (PLRM) modeling to estimate load reductions expected from implemented pollutant controls.
3. Perform inspections to assess and report the condition of key and essential pollutant controls and coordinate with Washoe County to inform them of maintenance needs.
4. Assist Washoe County with preparing Annual Stormwater Reports, including evaluating and updating Stormwater Load Reduction Plans (SLRPs) and tracking and reporting changes to baseline loading estimates.
5. Provide technical support and expertise needed for LCCP continuous improvement and adaptive management.

### 3. Tasks and Deliverables

#### Task 1. Project Management and Administration

A. Provide all technical and administrative services as needed for subgrant agreement completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

B. Communicate and coordinate with the project funders (NDEP and Washoe County) as needed to ensure success of this project. Contractor shall promptly notify the project funders of events or proposed changes, including project staff members, that could affect the scope, budget, or schedule of work performed under this agreement.

C. Ensure subgrant agreement requirements are met through completion of progress reports submitted concurrently with invoices. Reports shall describe the activities undertaken and the accomplishments toward achieving project objectives and tasks. Reports shall be of sufficient detail to provide a basis for payment of invoices. Additional information as requested by the NDEP contract coordinator shall be provided before reimbursement of expenditures. Appropriate back-up documentation for costs incurred, including those related to match, must be provided prior to payment of invoices.

#### Deliverables:

- Monthly or quarterly invoices, progress reports and grant documentation
- Detailed project schedule for registration and inspection

### **Task 2. Pollutant Control Registrations**

- A. **Model Preparation:** Prepare baseline and expected condition model scenarios for priority pollutant control registrations identified in Washoe County's stormwater load reduction plan. Review and refine parameters and inputs to appropriately and accurately model existing on-the-ground conditions: catchment boundaries, treatment BMP size and capacity, parcel BMP implementation percentages, catchment connectivity, land use categorization, road shoulder condition, roads and parcel impervious connectivity percentages and baseline road condition scores, etc. Field investigation will be conducted as needed for this purpose.
- B. **Supporting Documentation:** prepare a concise memorandum to accompany the registration submittal package. The memorandum shall document the approach to model pollutant load reductions, including sufficient detail to facilitate NDEP understanding and approve the registration. Draft memos will be submitted for NDEP review and feedback prior to uploading for registration approval. Final memos submitted with the registration package will address NDEP comments and feedback on the drafts. Work with Washoe County and NDEP to develop and submit other supporting materials needed to gain registration approval.
- C. **Registration:** prepare and submit pollutant control registrations using the SW Tools on LT Info. Field investigation may be necessary to document dimensions and appropriate benchmark and threshold conditions for treatment BMPs. Technical support to gain final registration approval may require attendance by phone and/or in person. Under certain circumstances, it may be necessary or desirable to update registrations to make appropriate adjustments.

#### **Deliverables:**

- Registration Memorandums
- Updated PLRM GIS layers
- Approved registrations

### **Task 3. Crediting and Reporting**

- A. **Condition Assessment:** Conduct road and treatment BMP inspections according to LCCP requirements and enter the data into the SW Tools. Coordinate with Washoe County and NDEP to schedule mutually agreeable inspections dates. Road condition inspections will be scheduled on days when County Road Crews are available to implement the necessary safety controls. NDEP and County Engineering staff will be invited to attend inspections; however, inspections scheduling will not be delayed if either party is unable to attend. With respect to treatment BMP inspections, Washoe County will be notified in the event of any failed assessments so that maintenance can be performed and the treatment BMP re-inspected. While the SW Tools site can now calculate parcel BMP area percentages, parcel BMP verification may be necessary in certain circumstances.
- B. **Credit Declarations:** Prepare and submit credit declarations in the SW Tools so Washoe County may receive credit for the ongoing effectiveness of registered pollutant controls. Provide support to NDEP as needed to make a determination whether to award all or a portion of the declared credits.
- C. **Annual Stormwater Report:** Assist and support Washoe County as needed to prepare and submit Annual Stormwater Program Report that summarizes the County's progress, activities, and accomplishments over the previous water year; planned registration and implementation activities over a five-year planning horizon to meet ILA-established credit targets and milestones; and changes to catchment and jurisdiction-wide baseline pollutant loading estimates.

#### **Deliverables:**

- Email correspondence and calendar invites of road and treatment BMP inspection dates
- Results of conditions inspections entered into Stormwater Tools site
- Credit declarations for registrations
- Annual Stormwater Program Reports support

#### Task 4. Program Improvement

- A. Technological Improvements: Participate in Project Advisory Committee (PAC) meetings for the *Stormwater Tools Phase 3 Improvements* project or future projects implemented to improve and streamline the credit registration process/tools. As PAC member, help ensure priority improvements identified meet user needs.
- B. Policy Improvements: Provide technical support as needed for consideration in potential Crediting Program policy guidance adjustments. NDEP and Washoe County will confer to identify and assess the need for NTCD's participation in meetings.
- C. Stakeholder Feedback: Prepare and submit objective feedback to the TMDL Management Agencies regarding new, relevant scientific research findings or technical information that may warrant or support potential program or policy adjustments; or scientific/technical information needs.
- D. Lake Clarity Crediting Program Handbook/Manual Review: Provide technical support and prepare and submit objective feedback to NDEP regarding new and updated Handbook and Reference Manual language pertaining to the LCCP and the LT Info Stormwater Tools.

#### Deliverables:

- Participation in Stormwater Tools Phase 3 and other Project Advisory Committee meetings
- TMDL Management System stakeholder feedback
- Lake Clarity Crediting Program Handbook/Manual support and review

#### C. BUDGET Click or tap to enter a date.

Category	Rate	319(h) Funds	Cash Match	In-Kind Match	Total Budget
<b>Salaries</b>	<b>Hourly</b>				
ES IV/Senior Project Engineer	\$45.65 - \$62.67	\$20,548.97	\$18,228.24		\$38,777.21
Environmental Scientist III	\$39.74 - \$55.12	\$3,781.05	\$3,697.95		\$7,479.00
Senior Engineer	\$52.52 - \$71.47				
<b>Fringe Benefits</b>	<b>15.6% of Salaries</b>				
Fringe Benefits for salaried employees		\$3,795.48	\$3,420.49		\$7,215.97
<b>Operating</b>	<b>Actual Cost</b>				
Supplies		\$80.00	\$80.00		\$160.00
<b>Travel</b>	<b>State Rate</b>				
		\$550.00	\$550.00		\$1,100.00
<b>IDC*</b>	<b>35%/39.82% of TDC</b>				
		\$10,064.42	\$10,343.91	\$ 1,386.01	\$21,794.34
<b>Equipment</b>	<b>Actual Cost</b>				
Equipment		\$60.00	\$60.00		\$120.00
<b>Subcontract</b>	<b>Actual Cost</b>				
NHC		\$350.00	\$350.00		\$700.00
<b>Washoe County Oversight &amp; Operations</b>	<b>Actual Cost</b>				
Washoe County				\$15,500.00	\$15,500.00
<b>Totals:</b>		<b>\$39,229.92</b>	<b>\$36,730.59</b>	<b>\$16,886.01</b>	<b>\$92,846.52</b>

\*NTCD's IDC rate of 39.82% exceeds NDEP's allowable 35% rate. The difference has been applied as in-kind match.

Project Task	Salaries	Fringe Benefits	Operating	Travel	IDC	Equipment	Subcontract	In-Kind	Total by Task
1. Program Management and Administration	\$ 3,032.88	\$ 473.13		\$ 100.00	\$ 1,349.01			\$ 86.90	\$ 5,041.92
2. Pollutant Control Registrations	\$ 18,328.90	\$ 2,859.31		\$ 100.00	\$ 7,961.60		\$ 700.00	\$ 5,015.36	\$ 34,965.17
3. Crediting and Reporting	\$ 16,947.70	\$ 2,643.84	\$ 160.00	\$ 700.00	\$ 7,650.92	\$ 120.00		\$ 10,492.88	\$ 38,715.34
4. Program Improvement	\$ 7,946.73	\$ 1,239.69		\$ 200.00	\$ 3,446.80			\$ 1,290.87	\$ 14,124.09
Total Cost by Category:	\$ 46,256.21	\$ 7,215.97	\$ 160.00	\$ 1,100.00	\$ 20,408.33	\$ 120.00	\$ 700.00	\$ 16,886.01	
Total Project Cost:									\$92,846.52



Attachment B  
Additional Agency  
Terms & Conditions  
Attachment

**ATTACHMENT B**  
**NDEP ADDITIONAL AGENCY TERMS & CONDITIONS**  
**SUBGRANT CONTROL #DEPS 20-059**

1. The Nevada Division of Environmental Protection (NDEP) shall pay no more compensation than the federal Executive Schedule Level 4 daily rate (exclusive of overhead) for individual consultants retained by the Subgrantee or by the Subgrantee's contractors or subcontractors. This limitation as defined in 2 CFR § 1500.9 applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$78.94 per hour.

2. ***NDEP shall only reimburse the Subgrantee for actual cash disbursed.*** Invoices may be provided via email or facsimile and must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except:

- at the end of the fiscal year of the State of Nevada (June 30th), at which time invoices must be received by the first Friday in August of the same calendar year;
- at the expiration date of the grant, or the effective date of the revocation of the Subgrant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date.

Failure of the Subgrantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Subgrantee shall provide with each invoice a detailed fiscal summary that includes the approved Subgrant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.

3. The Subgrantee shall, as part of its approved scope of work and budget under this Subgrant, provide third party match funds of not less than: **\$53,616.60**. If match funds are required, the Subgrantee shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and the Third party Match Record-Keeping Requirements attachment, which is attached hereto and by this reference is incorporated herein and made part of this Subgrant.

4. Unless otherwise provided in Scope of work attachment, the Subgrantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Subgrant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Subgrant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Subgrant. If funds are not received from either source for the specific purposes of this Subgrant, NDEP is under no obligation to supply funding for this Subgrant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Subgrant. Nothing in this Subgrant shall be construed to provide the Subgrantee with a right of payment over any other entity. If any payments that are otherwise due to the Subgrantee under this Subgrant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Subgrantee if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Subgrant that are not expended by the Subgrantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Subgrant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Subgrantee. The Subgrantee shall have no claim of any sort to such unexpended funds.

8. The Subgrantee shall ensure, to the fullest extent possible, that at least the “fair share” percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Subgrantee agrees and is required to utilize the following seven affirmative steps:

- Include in its bid documents applicable “fair share” percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the “fair share” percentages;
- Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Subgrantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Subgrant is in effect and within fifteen (15) calendar days after the termination date of this Subgrant.

10. The books, records, documents and accounting procedures and practices of the Subgrantee or any subcontractor relevant to this Subgrant shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Subgrantee in the performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Subgrantee, at the Subgrantee’s expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee’s obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in the Scope of Work or Workplan Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Subgrant, the Subgrantee shall clearly state that



funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Subgrantee will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in the Scope of Work or Workplan Attachment A, all property purchased with funds provided pursuant to this Subgrant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Subgrant or after the conclusion of the use of the property for the purposes of this Subgrant during its term, be returned to NDEP at the Subgrantee's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Subgrantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Subgrant purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Subgrantee, NDEP may elect to terminate the Sub-grant and to have the property immediately returned to NDEP by the Sub-grantee at the Sub-grantee's expense. To the extent authorized by law, the Sub-grantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees.

For any project involving new or replacement equipment acquired, in whole or in part, using federal funding sources under a subgrant, the Subgrantee is subject to the terms and conditions set forth in 41 CFR § 105-71.132, which contains provisions that govern the title, use, and disposal of the equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

14. The Sub-grantee shall use recycled paper for all reports that are prepared as part of this Sub-grant and delivered to NDEP. This requirement does not apply to standard forms.

15. The Sub-grantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by the Sub-grantee or the Sub-grantee's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Sub-grantee, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Sub-grant by NDEP or NDEP's agents or employees.

16. The Sub-grantee and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Sub-grant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Sub-grant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Sub-grant shall be brought in the First Judicial District Court of the State of Nevada. The Sub-grantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Sub-grant, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Sub-grantee and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review of EPA Programs and Activities.

- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 – Government-wide Debarment And Suspension (Non-procurement) And Government-wide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel and Motel Fire Safety Act of 1990.

18. The Sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Sub-grant without the prior written consent of NDEP.

Attachment C  
Third Party Match  
Record-Keeping Requirements  
Attachment

**THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS ATTACHMENT  
TO CONTRACT/SUB-GRANT AGREEMENT  
CONTROL #DEPS 20-059**

**THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS**

- A. If not included in the scope of work / budget attachment of the contract, the Public Agency, Contractor or Sub-grantee shall provide to the Nevada Division of Environmental Protection (NDEP) a detailed match budget clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first invoice.
- B. With each invoice, the Public Agency, Contractor or Sub-grantee shall submit a detailed match schedule that includes: (1) the total match budget; (2) match expenditures for the current period; (3) cumulative match expenditures; and (4) balance remaining. Cash and in-kind expenditures must be identified separately
- C. The Public Agency or Independent Contractor shall establish a file dedicated to this contract that includes the following:
1. For any declared in-kind contributions:
    - (a) An itemized listing of each employee's hourly rate, including the justification for the rate such as the current "Prevailing Wage Rates for Nevada Counties", NRCS cost-share rates, etc.
    - (b) A Fringe Benefit detail and explanation.
    - (c) A copy of an approved Overhead/Indirect Cost Allocation Plan.
    - (d) An itemization of per diem rates, equipment rental/usage rates, etc.
    - (e) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
    - (f) Copies (or originals) of logs/schedules for equipment usage.
    - (g) Signed statements noting fair market value for in-kind donations of materials or supplies.
  2. For any declared cash contributions:
    - (a) An itemization of each employee's hourly rate including fringe benefits, overhead, and indirect cost.
    - (b) An itemization of per diem rates, equipment rental/usage rates, etc.
    - (c) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
    - (d) Copies (or originals) of logs/schedules for equipment usage.
    - (e) Copies (or originals) of invoices for materials, supplies, equipment, etc.
- D. The Public Agency, Contractor or Sub-grantee agrees and acknowledges that:
1. Neither the costs nor the values of third party match contributions being used to satisfy the match requirements of the attached contract have been or will be used to satisfy a cost share or match requirement of another federal grant agreement, federal procurement contract, or any other award of federal funds.
  2. Third-party match contributions or expenditures must be made within the effective dates of:  
10/01/2019 through 9/30/2024.
  3. All financial records, including match documentation, relevant to this project shall be retained by the Public Agency, Contractor or Sub-grantee for three years from the date of final payment by NDEP to the Public Agency, Contractor or Sub-grantee, and all other pending matters are closed.
  4. Reported match contributions deemed inappropriate or unreasonable during the invoice review process may be disallowed.
  5. NDEP may, at any time, audit the Public Agency, Contractor or Sub-grantee contract files to ensure compliance with the Third Party Match Record-Keeping Requirements. Reported match contributions deemed inappropriate or unreasonable during an audit may be disallowed.
  6. NDEP may require the Public Agency, Contractor or Sub-grantee to repay any funds provided to the Public Agency, Contractor or Sub-grantee under the attached contract that the Public Agency, Contractor or Sub-grantee is unable to match or provide adequate documentation for the reported match.



**TAHOE**  
**RESOURCE CONSERVATION DISTRICT**

**Proposal for National Association of Conservation  
Districts Urban Agriculture Conservation Initiative**

**Project Title:**

**Barton Health Urban Garden**

**Providing Food Access, Therapy, and Nutrition  
Education**

**Submitted by:**

**Tahoe Resource Conservation District**

**870 Emerald Bay Rd., Suite 108**

**South Lake Tahoe, CA 96150**

**Nicole Cartwright**

**530-543-1501 x111**

**[ncartwright@TahoeRCD.org](mailto:ncartwright@TahoeRCD.org)**

**A. Brief Project Description**

Tahoe Resource Conservation District aspires to create a food garden for use by patients, clients and the Tahoe community at the Barton Health campus. This space will increase access to locally grown food for hospital patients while also educating patients on gardening techniques and providing a space for patient therapy.

**Requested Grant Amount: \$33,036**

## B. Applicant Eligibility

Tahoe Resource Conservation District (Tahoe RCD) is one of nearly 3000 Conservation Districts across the country helping people protect land, water, forests, wildlife, and related natural resources. The California State Legislature formed Tahoe RCD in 1974 under Division 9 of the California Public Resources Code. Tahoe RCD is a non-regulatory, grant-funded, local agency that works in the Lake Tahoe Basin. Tahoe RCD obtains grant funding and private donations to support all aspects of conservation issues. Current programs at Tahoe RCD focus on stormwater, aquatic invasive species, land management, restoration, forestry and conservation landscaping initiatives. Tahoe RCD recently purchased a 200+ acre property, called Johnson Meadow, adjacent to neighborhoods and our community healthcare provider, Barton Health. The purpose of the acquisition was to provide ecosystem and watershed protection benefits through restoration of meadow, riparian and upland habitats. Tahoe RCD sees this urban agriculture proposal as an extension of our growing relationship with our partners at Barton Health by encouraging the community to take pride in and steward this special alpine place.

Our partners include:

- Barton Health (Barton) is a non-profit, 501c3 acute care hospital serving South Lake Tahoe, California and the Carson Valley in Nevada. Barton Health was founded in 1963 with the goal of serving a geographically isolated community of 10,000. The community has grown to over 35,000 residents which can swell to over 150,000 visitors during peak holiday times. The hospital has grown with the community and now has 63 patient beds, is a Level III trauma center, and over 1200 employees, physicians, and volunteers. The healthcare system had 20,283 emergency department visits, 20,124 community health clinic visits, performed 3500 surgeries, and over 180,000 outpatient visits in 2018. The payor mix is approximately 30% private insurance, 30% Medicare, 30% Medi-Cal/Medicaid, and 10% Helping Hands/Charity Care.
- Nevada Tahoe Conservation District (NTCD) is one of 28 Conservation Districts functioning under the auspices of Nevada Revised Statute, Chapter 548. The District is a Governmental Sub-division of the State of Nevada and a public body corporate created in 1976. NTCD received an Urban Agriculture Conservation Initiative grant in 2017 to help create garden spaces in elementary schools on the south shore of Lake Tahoe. At completion of the grant, 2 new garden spaces, including greenhouses, were constructed completing gardens for all four elementary schools in South Lake Tahoe, CA. NTCD has continued to provide technical support and training to schools and helped construct two more growing domes on the Nevada side of Lake Tahoe. This school now share garden curriculums and techniques that work in our harsh alpine environment. NTCD believes this proposal continues our communities great work and brings urban agriculture knowledge out of the classroom and into the community.
- Lake Tahoe Master Gardener (LTMG) Program strives to meet the horticulture needs of the Lake Tahoe Basin through development and implementation of programs that transfer research-based knowledge and information using certified volunteers through the University of California Cooperative Extension. The LTMG Program assisted the Lake Tahoe school food garden program and are interested in providing technical support to this project benefiting the larger community.



### **C. Project Description**

As the interest in urban agriculture is increasing, residents in South Lake Tahoe learn quickly that this is not the easiest place to garden. Our alpine environment poses many challenges to growing food and many people get frustrated and give up before they succeed. Creating successful gardens shows Tahoe residents that urban agriculture is possible in our harsh environment. Tahoe RCD will facilitate the creation of an urban agriculture garden on Barton Health's campus, expanding access to food, expand wellness programs and provide nutritional benefits.

Barton Health is dedicated to the delivery of safe, high quality health care and committed to remaining an independent robust community hospital by adhering to their service standards of Safety, Respect, Image and Efficiency. Barton continuously strives to bring the best medical care, right here in Tahoe. Barton is not only concerned about the individual needs of patients, but also the overall health and wellness of our community. Barton promotes not only health in our surrounding communities, but also encourages a greater quality of life for those who live in the Lake Tahoe Region. In 2018 the Robert Maloff Center for Orthopedics & Wellness (Center) opened on the Barton campus. This 26,000 sq. ft. state-of-the-art facility houses orthopedics, rehabilitation, sports performance and expanded wellness programs together under one roof. Provides residents and visitors a place to improve health by focusing on symptoms and treatments, and preventative. Barton's Wellness programs focus on four distinct pillars: Nutrition, Exercise, Stress Management, and Sense of Purpose. Their wellness programs promote and maintain healthier living by combining conventional medicine with alternative medicine concepts through personalized programs that may include nutrition counseling, fitness classes, acupuncture, mindfulness, yoga and more.

The Center provides our community stunning views of Tahoe, but also intends to bring our patients' and clients' experience outdoors. A newly initiated second phase of Barton's Center is to expose patients and clients to the beauty that surrounds us in Tahoe. The ability to not only help patients feel safe experiencing the outdoors, but also teach sustainable gardening techniques through demonstration gardens. With respect to long-term residents, the benefits of being able to participate in planting and growing as well as watch the growth cycle creates an opportunity to improve their mood, provide a sense of purpose and appreciate the outcomes of their efforts by eating and sharing food grown from this project.

Tahoe RCD will provide technical support, coordination and education throughout the project. NTCD has a certified Master Gardener that will lead educational courses in the garden and develop a year-round gardening calendar for Barton staff to sustain. NTCD's licensed engineer will assist with design, plans and construction management.

By providing an urban garden at an already thriving community service provider it will be a place for visitors to connect, brings healthcare staff and patients together and provide a healthy, fun outdoor activity for patients to participate in. The garden beds and greenhouse will be created to be ADA compliant and easily accessible for patients in wheelchairs.

### **D. Geographic Focus**

This project is located in the south shore of Lake Tahoe in California. The year-round resident population for the Lake Tahoe Basin is 53,000 and the City of South Lake Tahoe is approximately 35,000. According to the USDA, Barton Health is located in a food desert with a community that is

low income and has low access to supermarkets within ½ mile. The City of South Lake Tahoe is classified as a Severely Disadvantaged Community according to the Department of Water Resources Disadvantaged Communities mapping tool. The exact location of the garden area has not been determined however the Barton campus has numerous areas that would be ideal for a garden. The priority areas are all near the skilled nursing building located on the south-west end of the campus.



**Figure 1:** Potential garden sites at Barton Health.



**Photo 1:** Potential garden site 1 at Barton Health.





*Photo 2: Potential garden site 2 at Barton Health.*

#### **E. Project Goals and Timeline**

The specific project goals are as follows:

#	Goal	Timeline
1	Collaborate with Barton staff, and NTCD to determine the most appropriate location on the Barton Campus for a garden	March 2020
2	Seek additional materials and supplies through direct donation or additional funding.	March 2020
3	Design the garden space with input from NTCD and Barton	April 2020
4	Obtain necessary permits for the approved design	June 2020
5	Oversee installation of garden space including aspects such as wheelchair-accessible raised beds, pollinator garden, paths, and a four-season greenhouse or growing dome	October 2020
6	Develop trainings and workshops to empower Barton staff to confidently continue work with the new garden space past the grant cycle	December 2020
7	Create a maintenance and volunteer schedule along with Barton	December 2020

#### **F. Project Sustainability**

This project will be maintained primarily by the leadership of Barton staff and their patients. Barton staff will look for opportunities to empower long-term residents and staff to take on maintenance rolls of the garden which will greatly improve patients' moods and increase their sense of purpose. Including a greenhouse in the design will enable this space to function year-round in our alpine environment. Barton will be responsible for continued utility and maintenance costs.

## **G. District Capacity**

Tahoe RCD and NTCD have the combined knowledge to help Barton develop a functional and sustainable garden space that will enhance the lives of their patients, staff and the larger community. Tahoe RCD has provided technical assistance to homeowners on conservation landscaping topics including training and workshops on gardening, water conservation, invasive weed identification, erosion control, food production and fire defensible space. Currently our conservation landscaping program is focused on fire preparedness due to the current prioritized funding. Tahoe RCD would like to bolster our services and this urban agriculture initiative is a great way to kickstart our efforts. Tahoe RCD has an excellent track record for grant and project management along with positive relationships with community members, public agencies and private businesses, including Barton Health.

Partnering with our neighboring district, NTCD, gives us the opportunity to share knowledge and skills to best complete this project. NTCD has an engineer on staff that has designed and permitted garden structures in Lake Tahoe. This knowledge will greatly streamline our efforts and reduce our costs to design this project. Along with an engineer, NTCD has a garden specialist, certified as a Master Gardener, that has developed and worked with many food gardens in the Tahoe area. NTCD staff will provide training to Tahoe RCD on aspects of garden development and growing food in Tahoe improving their capacity to provide these services in the future. The development of this space will enhance the partnership of our two districts and will increase the knowledge sharing that is so important between neighboring districts.

## H. Project Budget

The project budget is outlined in the table on the following page. More detail is provided on each category in writing below the table.

Expense Item		Rate		Time on Project (hours)	NACD Funds	Non-NACD Funds	Project Total
Employee Costs - Salary and Benefits							
	Executive Director, Tahoe RCD	up to	65.00	25	\$1,625	\$0	\$1,625
	Program Manager, Tahoe RCD	up to	49.00	250	\$12,250	\$0	\$12,250
Total Cost for Wages					\$13,875	\$0	\$13,875
Consultant & Partner Services							
	NTCD				\$11,423	\$0	\$11,423
	Master Gardeners (in-kind)				\$0	\$828	\$828
	Barton (in-kind)				\$0	\$10,000	\$10,000
Total Cost for Wages					\$11,423	\$10,828	\$22,251
Equipment/Supplies/Promotions							
	Greenhouse Kit				\$3,500	\$1,500	\$5,000
	Lumber/Parts				\$650	\$0	\$650
	Foundation Materials				\$0	\$1,400	\$1,400
	Electrical and Water Hookups				\$0	\$800	\$800
	Tools and other Supplies				\$300	\$0	\$300
	Irrigation				\$0	\$1,000	\$1,000
	Soil, Seeds and Plants				\$0	\$600	\$600
	Promotion				\$100	\$0	\$100
	Printing				\$100	\$0	\$100
	Permits					\$900	\$900
	Mileage (federal 2020 rate)		0.575	~12 mi/mo for 12 months	\$85	\$0	\$85
Total Cost for Equipment					\$4,735	\$6,200	\$10,935
Administration (10%)							
Total Cost for Administration					\$3,003	\$0	\$3,003
Project Total					\$33,036	\$17,028	\$50,064

### Employee Costs

Tahoe RCD will oversee all project coordination and implementation. Tahoe RCD will develop and participate in workshops and training courses. Tahoe RCD staff will engage with local businesses and partners for additional donations and/or project support.

### Consultant & Partner Services

NTCD will provide engineering and technical gardening expertise through design, permitting and construction of growing domes. NTCD will manage permitting and engineering plans for the project. NTCDs Master Gardener will also provide irrigation expertise which will assist in the garden design and training of Tahoe RCD and Barton staff. NTCD will also assist with long-term project sustainability through garden maintenance schedules and calendars. Barton will devote in-kind, staff time up to \$10,000 for garden development and staff training. Master Gardeners will provide their technical support through in-kind (~\$828) by training project partners during and after the urban garden is completed.

### Equipment/Project Supplies/Permits

Equipment costs are outlined in the table above. It is estimated Tahoe RCD staff will have to travel 25 miles a month for 12 months of the project to visit project site and maintain domes and/or the greenhouse. Barton will provide cash match up to \$5,000 for equipment/supplies/permits. Additional grant funds will be sought to pay for additional infrastructure and equipment needs (~\$1,200).

## **I. Applicant Qualifications**

Tahoe RCD has many years of experience in providing technical assistance in urbanized settings, working with non-traditional partners and engaging communities and citizens. Tahoe RCD provided backyard conservation services to Tahoe Basin residents such as water conservation, erosion control, native vegetation and fire defensible space for many years. Currently Tahoe RCD offers services and technical assistance on fire preparedness and aquatic invasive species prevention and control. Tahoe RCD is very familiar with working with non-traditional partners and has already engaged in a partnership with Barton Health as a new neighbor to Johnson Meadow. Tahoe RCD staff manage over 40 grants per year with a budget of over \$6 million. A resolution will be brought to our Board of Directors on January 14<sup>th</sup> authorizing the board has reviewed and approved the proposal and has addressed any potential conflict of interest.

## **J. Project Promotion**

The Project will be featured on Tahoe RCDs and Barton Health's website and at least one e-newsletter. The project will be shared project partners social media platforms such as Facebook, Twitter, and Instagram to showcase the gardens and invite the community to participate. Barton's new wellness center and restoration of Johnson Meadow are receiving a lot of attention from the press and has a dedicated following. This project should be well received in connection to the other concurrent efforts.

### **Attachments:**

1. Letter of Support - Barton Health
2. Letter of Support - Nevada Tahoe Conservation District
3. Letter of Support - Master Gardeners of Lake Tahoe
4. DRAFT – RESOLUTION OF THE BOARD OF DIRECTORS OF TAHOE RESOURCE CONSERVATION DISTRICT, STATE OF CALIFORNIA, TO APPROVE PROPOSAL TO NATIONAL ASSOCIATION OF CONSERVATION DISTRICTS URBAN AGRICULTURE CONSERVATION GRANT INITIATIVE



2170 South Avenue  
South Lake Tahoe  
CA 96150

530-541-3420 TEL  
[www.bartonhealth.org](http://www.bartonhealth.org)

January 6, 2020

National Association of Conservation Districts  
509 Capitol Court NE  
Washington DC 20002

***RE: Support for Barton Health – Food Access, Therapy, and Nutrition Education Initiative***

Dear NACD Selection Team;

On behalf of Barton Health, I wanted to voice our support and long-term commitment for Tahoe RCD's proposal to help coordinate the initiation of an urban agriculture project on Barton's campus in South Lake Tahoe. Barton is dedicated to the delivery of safe, high quality health care for all community members and visitors in Lake Tahoe.

The newest addition to our campus is the Center for Orthopedics and Wellness which is committed to a whole-person integrated approach to patient care. The Center houses orthopedics, sports medicine, rehabilitation services, performance training, lifestyle wellness programs and community events. Barton's Lifestyle Wellness programs focus on four distinct pillars: Nutrition, Exercise, Stress Management and Sense of Purpose. The creation of an urban garden on our campus will allow us to use the facilities as we guide clients through their various wellness programs from rehabilitation to long-term skilled nursing patients.

We recognize that we could benefit greatly from the guidance of experienced people to help it thrive, which is why we are excited to partner with Tahoe RCD and NTCD. Tahoe is not an easy place to grow produce, but there is great interest in it in our community. It would be an incredible resource for our clients, patients and the community. We feel we need the expertise of Tahoe RCD to help guide us with planning, maintenance, trainings, and workshop programming so that our garden is as productive as possible in our challenging mountain environment. Barton Health not only commits to the long-term maintenance and sustainability of the urban garden, but also commits to an in-kind and cash match up to \$15,000.

We urge you to support this project and thank you for your consideration.

Sincerely,

Clint Purvance, M.D.  
President & CEO

Taking your health to **new heights**



PO Box 915  
400 Dorla Court  
Zephyr Cove, NV 89448  
Phone (775) 586-1610  
Fax (775) 586-1612  
www.ntcd.org

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January 8, 2020  
509 Capitol Court NE  
Washington DC 20002

Re: Support of the Proposal for the Urban Agriculture Conservation Initiative Grant

National Association of Conservation Districts,

As the Nevada Tahoe Conservation District Manager, I recognize the need for supporting local agriculture. Local urban agriculture has been shown to increase food security, reduce energy consumption, improve economic growth, build communities, and improve health.

We are still working with the schools to expand the gardens that the Urban Agriculture Conservation Initiative Grant helped create in 2017. This fall, we partnered with Zephyr Cove Elementary School to install 2 grow domes and connected them with the larger school community we have been working with. These growing spaces have proven to be well accepted and used by the schools. The students love harvesting from the gardens right into their mouths and the teachers appreciate the hands-on learning these gardens provide. The effort of this new grant is to reach the broader community and will provide even more opportunities for locals to get involved and benefit from urban agriculture. Barton Health has a goal of exposing their patients to the outdoors and feels that an urban food garden is a beneficial way to provide this experience. We believe that this grant and the support of their local conservation districts will help them achieve this goal.

The NTCD board will be proposing a resolution to support this new urban agriculture project on January 21<sup>st</sup>. I see no conflict of interests and believe the board will be in full support of continuing to work with our community on these types of projects.

The Nevada Tahoe Conservation District therefore supports and looks forward to working with the Tahoe Resource Conservation District on the Barton Health Food Access, Therapy, and Nutrition Education Initiative. We are excited to continue our work with the local urban agriculture movement that is currently developing in the Lake Tahoe Region through the Urban Agriculture Conservation Initiative Grant.

Thank you,

Meghan Kelly, P.E.  
District Manager





January 3, 2020  
National Association of Conservation Districts  
509 Capitol Court NE  
Washington DC 20002

RE: Support for Barton Health and Wellness – Food Access, Therapy and Nutrition  
Education Initiative

To Whom It May Concern;

As a Lake Tahoe Master Gardner, I would like to express support for the Tahoe Resource Conservation District's proposal to develop an urban garden at Barton Health and Wellness. Over the past few years we have assisted with plantings at the Skilled Nursery Facility within Barton Hospital. We would love to see these efforts expanded with additional community support. We feel food garden would be well used and provide needed nutritional education, therapy and additional healthy food choices.

The Lake Tahoe Master Gardeners strive to meet the horticulture needs of Lake Tahoe Basin gardeners through development and implementation of programs that transfer research-based knowledge and information using volunteers who have received training and certification from the University of California. Due to its alpine environment, the Sierra Nevada is considered a food desert and considerable skill and investment is required to start a home garden. We get calls almost weekly requesting guidance on indoor and cold weather growing techniques. Urban gardens have been successful elsewhere in Tahoe and have proved to be valuable educational tools to teach people about gardening, soils, engineering, planning, and nutrition. They can also serve as a gathering place for the community and move Lake Tahoe closer to becoming a sustainable community.

The Lake Tahoe Master Gardeners support the Tahoe Resource Conservation District in implementing the Barton Health and Wellness Food access, Therapy and Nutrition Education Initiative and believes it will be beneficial to the Lake Tahoe community.

Sincerely,

A handwritten signature in black ink, appearing to read 'msb', with a long horizontal line extending to the right.

Megan Suarez-Brand  
Community Education Specialist  
University of California Master Gardener Program

**RESOLUTION NO. 2020-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF TAHOE RESOURCE  
CONSERVATION DISTRICT, STATE OF CALIFORNIA, TO APPROVE PROPOSAL  
TO NATIONAL ASSOCIATION OF CONSERVATION DISTRICTS URBAN  
AGRICULTURE CONSERVATION GRANT INITIATIVE**

WHEREAS, Tahoe Resource Conservation District Board of Directors grants authority to District staff to submit a proposal to the National Association of Conservation Districts for a FY2020 Urban Agriculture Conservation Initiative grant pursuant to the Request for Proposals announced on October 28, 2019.

WHEREAS, there are no potential conflicts of interest, and

WHEREAS, Tahoe Resource Conservation District Board of Directors has the authority to execute a grant agreement with the National Association of Conservation Districts;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors:

1. Authorizes the submission of the National Association of Conservation Districts Urban Agriculture Conservation Initiative grant proposal on Friday January 10<sup>th</sup>, 2020.

The foregoing resolution was approved and adopted the 14<sup>th</sup> day of January 2020 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Carl Ribaud, President, Tahoe Resource Conservation District

ATTEST:

\_\_\_\_\_  
Tori Walton, Assistant to the Board