



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

Board Meeting Agenda

May 19, 2020

10:00 AM (estimated 2 hour duration)

Location: Teleconference
Call in Information: Zoom Meeting ID: 775 586 1610
<https://zoom.us/j/7755861610>

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

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

5 Public Interest Comments (No Action)

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 Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

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

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

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

Page #

6 Agency Reports, Discussion/Possible Action

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

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

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

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

7 Discussion/Possible Action (Business)

**A For Possible Action: Approval of the Board of Supervisors meeting minutes for April
21, 2020.**

4

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

8 Consent Calendar items pulled for further discussion

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

7 For Possible Action: Approval of the NTCD Financial Report for April 2020

10

As of 4/30/20, the District's Fund balance was \$141,389. This represents the District's available spendable resources, or assets less liabilities. April had a deficit of \$16. There was additional sick time taken this month due to loss of childcare because of COVID-19 which reduced the amount of project work completed. This, in turn, reduced the amount of indirect rate that was brought in by the District. The District was able to recuperate \$563 by passing on a COVID-19 charge to the grantors that allowed it. There was also a change in liability with the new Personnel Polices and Monica Grammenos' liability payout. This was the tenth month of the fiscal year.

9 For Possible Action: Pre-Approval of the Terrestrial Invasive Plant Species Eradication and Control Project with the United States Forest Service (USFS) for a total project cost of up to \$180,000 and effective until September 30, 2023.

16

The USFS is proposing to award up to \$180,000 to the District to work with partner agencies in eradicating priority weed populations on and adjacent to USFS property. This contract should be ready by early June.

10 Staff Report

11 Supervisor's Comments

12 Public Interest Comments

13 For Possible Action: Motion to Adjourn



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

Board Meeting Minutes

April 21, 2019

10:00 AM

Location: Teleconference

Present: Supervisor G. Smith
Supervisor Cook
Supervisor Martin
Supervisor Sarnoff
Supervisor Perlman-Whyman
Supervisor McCarthy
M. Kelly, District Manager
D. Olson, Asst. District Manager
Livy Coe, NRCS
Beth Farley, Edie Bailey

Absent: Supervisor Berkgigler
Supervisor Appointee D. Smith
Supervisor Nelson

Agenda Item

1 **Call to Order**

2 **Supervisor Roll Call**

3 **Pledge of Allegiance**

4 **Approval of the Agenda**

A motion to move item 9 ahead of item 6 presented by Supervisor Martin seconded by Supervisor Cook, motion carried unanimously.

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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CONSENT CALENDAR

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

Agenda Items

Page #

6 Agency Reports, Discussion/Possible Action

A For Possible Action: Natural Resources Conservation Service (NRCS) report – PULLED FOR DISCUSSION

Livy Coe explained that most NRCS employees are mostly working from home. There is a new farm bill that has relaxed the definition of a farm opening up more opportunities to work in the Lake Tahoe Basin. He is working with property own associations on forest health and thinks there are opportunities in the Basin for this also.

B For Possible Action: National Association of Conservation Districts (NACD) report – PULLED FOR DISCUSSION

Supervisor Perlman-Whyman noted that NACD has canceled the summer meetings. There will be a teleconference meeting to discuss this later this month. She is not sure if the regional meetings in Hawaii will be happening.

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

D For Possible Action: Nevada Association of Conservation Districts (NvACD) report – PULLED FOR DISCUSSION

Supervisor Martin explained the review that is happening between NRCS and Conservation District memorandum of agreements. He discussed that NACD technical assistance grant funding has been delayed. He had a discussion with District Manager Kelly and came up with a draft to NACD to postpone the Environmental Quality Incentives Program (EQIP) request for funds due to the District's workload and resources. Supervisor Perlman-Whyman sits on scholarship committee and have had over 30 applicants for the scholarship this year due to COVID-19. If there is any way to make any contribution during this time, it is greatly needed. Reach out to Connie Lee with any contributions. Motion to authorize District Manager Kelly to send a letter to NRCS regarding EQIP funding presented by Supervisor Martin seconded by Supervisor Perlman-Whyman, motion carried unanimously.

7 Discussion/Possible Action (Business)

A For Possible Action: Approval of the Board of Supervisors meeting minutes for January 21, 2020. 5

B For Possible Action: Approval of the NTCD financial report for January 2020 9
As of 1/31/20, the District's Fund balance was \$151,589. This represents the District's available spendable resources, or assets less liabilities. January had a deficit of \$5,602. This was due to a few smaller purchase of computer software and audit fees, POOL/PACT payment and more general fund spending by staff. This was the sixth month of the fiscal year.

B For Possible Action: Approval of the NTCD financial report for February 2020

15

As of 2/29/20, the District's Fund balance was \$143,971. This represents the District's available spendable resources, or assets less liabilities. February had a deficit of \$7,618. This was due to the audit payment of \$10,000. The District had project work to keep the staff busy and no other major expenditures. This was the seventh month of the fiscal year.

C For Possible Action: Approval of NTCD Work Plan and Proposed Budget for Fiscal Year 2021.

21

The District has developed its work plan and proposed budget for the Fiscal Year 2021. This will be submitted to the Nevada Association of Conservations Districts.

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

8 Consent Calendar items pulled for further discussion

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

9 For Possible Action: Approval of the NTCD Financial Statement for Fiscal Year 2019

30

Beth Farley of Eide Baily will review the Financial Statement for Fiscal Year 2019. The difference between government wide fund statement and the fund financial statement are the only proposed changes. Discussed the statement of next position and governmental fund balance sheet. The difference between the two are capital assets, accrued and compensated absences, and net pension liability. On the general fund, which is current resources, there is a total fund balance of \$145,000 and deferred inflows, pension requirement, etc. do have a significant effect on the financial statement net position which creates a negative net position of \$698,000. As has been talked about in the past, this is the PERS adjustment based upon the PERS audit that comes out on an annual basis. This is not something the District will have to pay; however, it would be anticipated that as the state continues to have a net pension liability rather than an asset that those pension percentages will potentially increase. This is something to consider in budgeting for the coming years. On the statement of activities, there is a total expenditure of \$2.2 million dollars and revenue of \$2.2 million. There was net income of \$15,000 this year. Budget costs were lower than actual costs this was due to additional grant income that came in and project costs being higher. There were no compliance issues. There is a material weakness in management due to updated Governmental Accounting Standards Board standards and the need to have someone within the District that could prepare the audit internally. This is a fairly common weakness in small organizations. Supervisor G Smith doesn't seem to make sense to have this ability in-house and can we hire this out? Beth Farley said that either someone would be hired internally or could be hired externally to assist in audit before Eide Baily does the audit or have someone on the board that could take that responsibility on. Supervisor Sarnoff asked how important is it that the District has a material weakness for this. B. Farley responded that she does not think this is a major concern and can be explained away to the grantor. This is common material weakness of local governments. Approval of the NTCD Audit and Financial Statement for fiscal year 2019 and acknowledgment of the material weakness presented by Supervisor Sarnoff seconded by Supervisor Perlman-Whyman, motion carried unanimously.

10 For Possible Action: Approval of the NTCD Financial Report for March 2020

59

As of 3/31/20, the District's Fund balance was \$141,197. This represents the District's available spendable resources, or assets less liabilities. March had a deficit of \$2,815. There was additional sick time taken this month due to loss of childcare because of COVID-19 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 eighth month of the fiscal year. Assist. District Manager Olson noted there is a bit of a concern moving forward due to the requirement of issuing additional paid sick leave due to the Emergency Family and Medical Leave Expansion Act and the Emergency Paid Sick Leave Act that will be discussed a bit more in item 15. Approval of the NTCD Financial Report for fiscal year 2019 and acknowledgment of the material weakness presented by Supervisor Sarnoff seconded by Supervisor Perlman-Whyman, motion carried unanimously.

11 For Possible Action: Pre-Approval of the amendment to the Burke Creek/Rabe Meadow Riparian Restoration Project with the United States Forest Service (USFS) for a total project cost of up to \$500,000 and effective until September 30, 2023.

65

This project was previously approved in September 2019 for the contract amount of \$247,000. Only \$147,236.43 was awarded. The USFS is proposing to award an additional \$340,000 to the contract. This contract amendment should be ready by the beginning of May. District Manager Kelly discussed that there has been a lot of Lake Tahoe Restoration Act funding coming through. This is additional funding for Burke Creek includes money for staff time for doing the final design. Hopefully more funding will be obtained the next year for implementation. One of the things this project will be addressing beaver issues and funding for potential removal of Jennings Pond. Pre-approval of the amendment to the Burke Creek/Rabe Meadow Riparian Restoration Project with the USFS for a total project cost of up to \$500,000 and effective until September 30, 2023 presented by Supervisor Martin seconded by Supervisor Sarnoff, motion carried unanimously.

12 For Possible Action: Pre-Approval of the Terrestrial Invasive Plant Species Eradication and Control Project with the United States Forest Service (USFS) for a total project cost of up to \$100,000 and effective until September 30, 2023.

94

The USFS is proposing to award \$100,000 to the District to work with partner agencies in eradicating priority weed populations on and adjacent to USFS property. This contract should be ready in May. Supervisor Martin asked if NTCD is doing the application/treatment and does this. Asst. District Manager Olson explained that we will not be doing much of the application/treatment for this project and that a lot of these funds will be dispersed to jurisdictions and organizations to be doing application. There is potential for additional funding for this project but the additional amount will not be known until the contract is ready. Pre-approval of the Terrestrial Invasive Plant Species Eradication and Control Project with the USFS for a total project cost of up to \$100,000 and effective until September 30, 2023 presented by Supervisor Sarnoff seconded by Supervisor Perlman-Whyman, motion carried unanimously.

13 For Possible Action: Pre-Approval of the Marlette SR28 Crossing Realignment and Water Quality Improvement Project with the United States Forest Service (USFS) for a total project cost of up to \$900,000 and effective until September 30, 2023.

114

The USFS is proposing to award up to \$900,000 to the District to realign Marlette Creek near SR28 for improved stream function, water quality, and fish habitat. This is funding for phase 1 of the project. This contract should be ready in May. A project on this stream has been discussing with USFS & Nevada Department of Transportation for a while. This project will include a small realignment and some adaptive management projects. The eventual contract will probably be nearer to \$850,000, but not sure exact amount so doing a pre-approval for \$900,000. Pre-approval of the Marlette SR28 Crossing Realignment and Water Quality Improvement Project with the USFS for a total project cost of up to \$900,000 and effective until September 30, 2023 presented by Supervisor Martin seconded by Supervisor Perlman-Whyman, motion carried unanimously.

14 For Possible Action: Adoption of updates to existing personal policies of NTCD to reflect current conditions and federal and state statues and mandates.

123

The District's personnel policies have not been updated since 2014. New laws and statues have been adopted by state and federal governments which need to be addressed in the policies. Consideration of adoption of updated personal policies of NTCD to reflect current conditions and federal and state statues and regulations regarding risk management per recommendations of the District's risk management contractor (POOL/PACT). POOL/PACT continually review policies and procedures to reflect changes current laws. The District's personnel policies have always been derived from their guidance and sample policies. Supervisor Martin has reviewed proposed changes and commented on the document. Supervisor Martin discussed that the language that is in our policies breaks down to what we currently have and the changes he focused his review on what was being proposed. He then reviewed all of his comments in the document with the Board. Supervisor Perlman-Whyman feels that we need to respect the state we represent in regard to recreational and medical marijuana and discussed clothing particulars were about woman's clothing and seems punitive and was not giving enough respect to our employees. She recommended changing this language to 'as appropriate' and take out specifics. Supervisor Martin discussed the option of using "may" or "will" on policies and that using "may" to give leeway with policy enforcement. Approval of personnel policies with using "may" and not "will" where there is the option, and that employees are responsible to federal laws regarding medial and recreation marijuana use, and on section 2.20.1 removing item 6 besides last sentence presented by Supervisor Martin, seconded by Supervisor McCarthy, motion carried unanimously.

15 For Possible Action: Explanation of Emergency Family and Medical Leave Expansion Act (EFMLEA) and the Adoption of the Emergency Paid Sick Leave (EPSL) personal policy for NTCD to reflect federal mandates.

241

The EFMLEA is an expansion of the existing Family and Medical Leave Act that is currently in our policies. This expansion only affects employees that are not able to work due to a need for childcare. Typically, companies and organizations under 50 employees are relieved from this requirement, but this is not the case with EFMLEA. The Emergency Paid Sick Leave Act is a new federal mandate that gives 80 hours of sick leave to any individual with a qualifying event. Asst. District Manager Olson explained that the District is working with its grantors to pass some of this additional cost on to the grants as a burden caused by COVID-19. Supervisor Smith mentioned that we are not the only ones to be impacted by this. Supervisor Sarnoff noted that it will be what it will be and we can only do what we can do. Supervisor Perlman-Whyman it is key that we can work with grantors to put something in place for the more longer term. No action taken.

16 For Possible Action: Staff Report

District Manager Kelly discussed that staff seems to be doing fine. Monica Grammenos took another job and the District commenced a search for staff engineer. There have been a decent number of qualified applicants and will be deciding who to interview and hire in the next couple weeks. There is a need to hire someone now. There is potential adding an additional staff member after this hire. The Tahoe Regional Planning Agency is working to approve additional funds for Brautovich Park that were approved by Douglas County last week. The District is hoping to keep COVID-19 sick hours at a minimum.

17 Supervisor's Comments

Supervisor Martin – Try zoom in the future.

Supervisor McCarthy – The District can you my zoom account for next meeting.

Supervisor Cook – Couldn't hear a bit of the meeting.

Supervisor Perlman-Whyman – Zoom is good for next meeting.

Supervisor Smith – Thank you Meghan and Dana for your hard work during this tim

18 Public Interest Comments

19 For Possible Action: Motion to Adjourn

Motion to adjourn presented by Supervisor Sarnoff seconded by Supervisor Perlman-Whyman, motion carried unanimously.

Equipment-Expense					0.00	
	Computer Hardware & Software		4,823.38	6,610.00	1,786.62	73%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	111.39	1,241.13	5,000.00	3,758.87	25%
	Repairs & Maintenance Equipment		21.22		(21.22)	
	Telephone System				0.00	
	Equipment-Expense - Other		139.11		(139.11)	
Total Equipment-Expense		111.39	6,224.84	12,110.00	5,885.16	51%
Insurance-Expense					0.00	
	E&O/Prop/ Liability Insurance		4,624.60	5,000.00	375.40	92%
Total Insurance-Expense		0.00	4,624.60	5,000.00	375.40	92%
	Meals - Expense		145.60		(145.60)	
	Meetings Expense - Other				0.00	
Meetings Expense		0.00	145.60	500.00	500.00	0%
Miscellaneous Expense		0.00	0.01			
Other Expenses				0.00		
Professional Fees-Expense						
	Accounting	8.00	211.98	12,500.00	12,288.02	2%
	Audit		10,500.00		(10,500.00)	
	Bank fees	12.53	266.55	600.00	333.45	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
Total Professional Fees-Expense		20.53	10,978.53	13,400.00	2,421.47	82%
Rents and Leases						
	Office Space Lease	1,250.00	12,500.00	15,000.00	2,500.00	83%
	Storage Rents					
	Rents and Leases-Other		(139.11)		139.11	
Total Rents and Leases		1,250.00	12,360.89	15,000.00	2,639.11	82%
Service Charges			0.00		0.00	0%
Subcontractor Fees-Expense					0.00	
	Other			0.00	0.00	
Total Subcontractor Fees-Expense		0.00	0.00	0.00	0.00	
Supplies-Expense						
	Office Supplies		181.24	2,000.00		
	Photocopies					
	Postage and Delivery	51.25	248.65	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other		317.68	500.00	182.32	64%
Total Supplies-Expense		51.25	747.57	3,700.00	2,952.43	20%
Telecommunications						
	Internet Fees		120.00	150.00	30.00	80%
	Long Distance				0.00	
	Phone Services			5,000.00	5,000.00	0%
	Telephone-Expense - Other	181.92	2,580.57		(2,580.57)	

Total Telecommunications-Expense		181.92	2,700.57	5,150.00	2,449.43	52%
Vehicles-Expense					0.00	
	District Vehicle Use		(1,858.32)	(2,500.00)		
	Fuel-Expense		714.93	2,000.00	1,285.07	36%
	License & Maintenance		505.79	1,500.00	994.21	34%
	Mileage Reimbursement Expense		3.48	100.00		
	Vehicle Fuel Reimbursement Expense					
	Vehicle					
Total Vehicles-Expense		0.00	(634.12)	1,100.00	1,734.12	-58%
Wages						
	Payroll Clearing Account	1,627.96	1,424.87			
	Wages - Asst. Dist. Mgr (DO)	6,172.81	62,047.18			
	Wages-ES III (DF)	3,092.40	26,717.91			
	Professional Engineer (MG)	0.00	15,207.50			
	Professional Engineer (MK)	2,826.07	34,368.19			
	Wages - Other	1.41	9.73			
	Uncompensated Absence-Reimb Exp	(4,498.88)	(42,597.35)			
Total Wages		9,221.77	97,178.03	110,000.00	12,821.97	88%
Wages-Overhead/Fringe					0.00	
	Long Term Disability	156.23	1,562.30	1,860.00		
	Misc Payroll Expense					
Total Wages-Overhead/Fringe		156.23	1,562.30	1,860.00	297.70	84%
Total Wages/Ovrhead		9,378.00	98,740.33	111,860.00	13,119.67	172%
Revolving Account						
TOTAL EXPENSES (No Indirect included)		11,683.09	138,289.33	172,500.00	34,210.67	80%
NET REVENUE OVER/(UNDER) EXPENSES		(15.51)	12,385.72			
Fund Balance (total equity)		\$ 141,389				

Nevada Tahoe Conservation District

05/13/20

Balance Sheet

Accrual Basis

As of April 30, 2020

	<u>Apr 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	325,003.34
Total Checking/Savings	325,004.19
Accounts Receivable	
Accounts Receivable	76,451.10
Total Accounts Receivable	76,451.10
Total Current Assets	401,455.29
Other Assets	
Prepaid expenses	1,250.00
Total Other Assets	1,250.00
TOTAL ASSETS	402,705.29
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,909.06
Total Accounts Payable	11,909.06
Other Current Liabilities	
Deferred Income-Brautovich Park	235,768.35
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	670.00
Deferred Income - Demo garden	192.86
Liab.Uncompensated Absences	11,705.73
Payroll Liabilities	
NV Unemployment Payable	263.11
Total Payroll Liabilities	263.11
Total Other Current Liabilities	249,406.96
Total Current Liabilities	261,316.02
Total Liabilities	261,316.02
Equity	
Opening Balance	11,724.59
Prior Earnings	117,029.78
Net Income	12,634.90
Total Equity	141,389.27
TOTAL LIABILITIES & EQUITY	402,705.29

Nevada Tahoe Conservation District
A/R Aging Summary
As of April 30, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Beach Club Development Phase II	2,883.60	3,434.57	0.00	3,656.24	0.00	9,974.41
Caltrans Road RAM	3,571.53	986.09	0.00	2,947.34	0.00	7,504.96
Douglas Co AQ Kahle	796.54	2,897.85	0.00	0.00	0.00	3,694.39
Douglas County Assistance	367.15	2,205.44	0.00	0.00	0.00	2,572.59
NDEP 2020 LCCP	3,048.73	-0.01	0.00	0.00	0.00	3,048.72
NDOT 2018 LCCP	2,980.63	3,783.31	0.00	0.00	0.00	6,763.94
NDOT Assistance	3,738.80	6,715.09	0.00	0.00	0.00	10,453.89
TahoeRCD 2019 RSWMP	0.00	0.00	0.00	0.00	752.08	752.08
TRCD RSWMP 2020	0.00	0.00	0.00	689.13	0.00	689.13
TRPA SSH	0.00	-154.83	0.00	0.00	3,000.00	2,845.17
USBOR RWC Continuation	6,732.32	0.00	0.00	0.00	0.00	6,732.32
USFS Burke Watershed	15,592.96	0.00	0.00	0.00	0.00	15,592.96
Washoe Co Lower Wood Creek	0.00	0.00	0.00	0.00	182.02	182.02
Wildscape Bijou Park Creek	644.43	4,082.80	0.00	917.29	0.00	5,644.52
TOTAL	<u>40,356.69</u>	<u>23,950.31</u>	<u>0.00</u>	<u>8,210.00</u>	<u>3,934.10</u>	<u>76,451.10</u>

Nevada Tahoe Conservation District
A/P Aging Summary
As of April 30, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Dana Olson AP	81.20	70.76	0.00	0.00	0.00	151.96
Fellers, Dominique	59.80	58.08	0.00	0.00	0.00	117.88
Nevada Association of Conservation Dist.	0.00	600.00	0.00	0.00	0.00	600.00
PERS, State of Nevada	0.00	7,071.55	0.00	0.00	0.00	7,071.55
Sustainable Community Advocates	0.00	1,200.00	0.00	0.00	0.00	1,200.00
Tahoe Resource Conservation District	0.00	-154.83	0.00	0.00	0.00	-154.83
Welsh Hagen Associates	317.50	1,795.00	0.00	0.00	0.00	2,112.50
Western Botanical Services, Inc.	0.00	810.00	0.00	0.00	0.00	810.00
TOTAL	<u>458.50</u>	<u>11,450.56</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,909.06</u>



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

AGREEMENT SUMMARY

Terrestrial Invasive Plant Species Eradication and Control Project

Contractual Parties:

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

Contract Amount:

\$180,000

Effective Dates:

June 1, 2020 – September 30, 2023

Project Summary:

The purpose of this project is to engage in a coordinated and collaborative effort between the Forest Service and other members of the Lake Tahoe Basin Weed Coordinating Group (LTBWCG) to stand up programs that implement multiple annual treatments of eradicable terrestrial weed populations on and off Forest Service Lands via FS-led efforts that involve partner's field crews and program staff

The goal is to collaborate with the LTBWCG and the Forest Service to:

- Improve watershed integrity by treating priority weed populations and those identified by Lake Tahoe Basin Weed Coordinating Group (LTBWCG) as eradicable and update Lake Tahoe Basin TIPS priorities
- Lead efforts to increase community engagement and understanding of TIPS
- Identify roadblocks in current land management policies and practices that impede the success of managing TIPS so USFS can review the need for updates to the TIPS EA.



FS Agreement No. _____

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
NEVADA TAHOE CONSERVATION DISTRICT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LAKE TAHOE BASIN MANAGEMENT UNIT

This PARTICIPATING AGREEMENT is hereby entered into by and between the Nevada Tahoe Conservation District, hereinafter referred to as “NTCD,” and the United States Department of Agriculture (USDA), Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the “U.S. Forest Service,” under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: Terrestrial Invasive Plant Species (TIPS) (sometimes referred to as noxious weeds, weeds, or invasive plants) have the potential to cause cascading economic and environmental harm. If untreated TIPS can quickly dominate native habitats, reduce biodiversity and productivity, negatively impact agricultural management, and change fire regimes. The Federal Noxious Weed Act was created in 1974 in response to economic and environmental concerns and directed the Forest Service to manage and control the spread of undesirable plants on Forest Service Lands. The Lake Tahoe Basin Management Unit (LTBMU) treats TIPS using manual, mechanical, thermal, and chemical methods under the Terrestrial Invasive Plant Species Environmental Assessment (EA) (2010). Currently, four herbicides are approved for use on the LTBMU and can be used on 100 acres each year (Table 1). While there has been some success in eradicating isolated populations, establishment and expansion of TIPS populations continue. In 2008 there were approximately 10 infested acres (2010) and in 2019 there are over 800 (NRIS 2020). Managing plant species on the LTBMU has largely been through manual methods, however growth of many TIPS is stimulated by manual and mechanical treatments creating limited success in controlling these species (TIPS 2010).

Table 1: Herbicides approved for use under TIPS EA. (ea) = acid equivalent, (ai) = active ingredient

Chemical Name	Application Rates (pounds per acre)
Aminopyralid	0.25 (ae)
Chlorsulfuron	0.14 (ai)
Glyphosate	2.7 (ae)
Aminopyralid and Triclopyr premix	0.11 (ae) Aminopyralid + 1.12 (ae) Triclopyr acid



Title: Terrestrial Invasive Plants Control

I. PURPOSE:

The purpose of this agreement is to facilitate cooperation between parties in specific restoration, enhancement, or protection efforts required to manage, control, and eradicate terrestrial invasive plant species through various efforts, which are described in Attachment A – Project Work Plan and **Attachment B** – Financial Plan

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Several Federal Laws, Executive Orders, and Departmental and Agency policies (Table 2) direct the USFS to cooperate with other public and private land agencies and owners to further eradication and control efforts of TIPS. In the Lake Tahoe Basin, coordination between federal, state, county, and private landowners as well as organizations such as NTCD is critical to the success of managing TIPS. NTCD has a mission to promote the conservation and improvement of the Lake Tahoe Basin's natural resources by providing leadership, education, and technical assistance to all basin users. Additionally, NTCD is a member of the Lake Tahoe Basin Weed Coordinating Group (LTBWCG) and works with many partners and landowners including state, county, private parcel owners and conservation groups. Coordination between partners on timing, application methods, and follow up treatments improves the effectiveness and efficiency of our efforts. NTCD has the ability to outreach and organize adjacent landowners to improve treatment success and coordinating treatment of full infestations that cross property boundaries. The cooperative effort of this project strengthens the partnerships between the Forest Service and stakeholders and improves the integrity and health of watersheds in the Lake Tahoe Basin. The objectives of the cooperative effort are to:

1. Improve watershed integrity by treating priority weed populations and those identified by LTBWG as eradicable and update Lake Tahoe Basin TIPS priorities
2. Increase community engagement and understanding of TIPS
3. Identify roadblocks in current land management policies and practices that impede the success of managing TIPS so USFS can review the need for updates to the TIPS EA.



Table 2: Laws, Executive Orders, and Departmental and Agency Policies that inform the strategy to manage and control TIPS on NFS lands.

Executive Order 13112 (1999) and 13751 (2016)	Directs federal agencies to safeguard the nation from the impacts of invasive species through the prevention of the introduction of invasive species and detection and rapid response to control such species, and to minimize the economic, ecological, and human health impacts from invasive species on public land.
Forest Service Manual 2080 (USDA Forest Service 1995)	Was replaced by FSM 2900 in 2011. FSM 2080 revised USFS national policy on noxious weed management to emphasize integrated weed management, which includes prevention and control measures, cooperation, and information collection and reporting.
Forest Service Manual 2900 (USDA Forest Service 2011)	Directs the Forest Service to manage invasive species with an emphasis on integrated pest management and collaboration with stakeholders, to prioritize prevention and early detection and rapid response actions, and ensure that all Forest Service management activities are designed to minimize or eliminate the possibility of establishment or spread of invasive species on the NFS or to adjacent areas.
Forest Service Manual 2070 (USDA Forest Service 2008)	Provides guidelines for the use of native material on National Forest System lands. It restricts the use of persistent, non-native, non-invasive plant materials and prohibits the use noxious weeds for revegetation, rehabilitation and restoration projects. It also requires that all revegetation projects be reviewed by a trained or certified plant material specialist for consistency with national, regional, and forest policies for the use of native plant materials.
USFS National Strategy and Implementation Plan for Invasive Species Management (USDA Forest Service 2004a)	Identifies for all Forest Service programs the most significant strategic actions for addressing invasive species. It emphasizes prevention, early detection and rapid response, prioritization in control and management, and restoration or rehabilitation of degraded areas.
Region 5 Noxious Weed Management Strategy (USDA Forest Service 2000)	Guides regional Forest Service goals and objectives for invasive plant management, emphasizing actions necessary to: promote the overall management of noxious weeds; to prevent the spread of weeds; control existing stands of weed infestations; promote the integration of weed issues into all forest service activities.

Answering the Wyden Questions:

- Does the project achieve Forest Service objectives?
 - Yes. Several Federal Laws, Executive Orders and Departmental and Agency policies (Table 2) direct the USFS to cooperate with other public and private land agencies and owners to further eradication and control efforts of TIPS.



- Is the principle objective restoration, protection, and enhancement of NFS resources?
 - Yes. Managing and controlling invasive plants to maintain and develop desired resource conditions such as self-sustaining ecosystems and maintaining native species diversity, human health, and ecosystem processes is specifically addressed in the Lake Tahoe Basin Management Land Management Plan (2016).
- Does the project result in tangible and demonstrable benefits to resources on public lands administered by the Forest Service?
 - Yes. We expect a decrease in spread and establishment of TIPS on FS lands through following strategies:
 - By working with partners who have the capacity and authority to manage and control invasive plant populations that span land ownerships the likelihood of eradicating species and populations is higher than the FS working alone.
 - Through outreach, volunteer, and community engagement efforts we will increase the public understanding of the threats of invasive species. This leads to increased personal awareness and prevention of weed spread and establishment and development of public land stewards
 - Updating out of date policies will allow the USFS to be more effective in managing and controlling TIPS. Additionally, we would establish standard BMPs specific to all USFS resource areas which will identify requirements and recommendations necessary for prevention, management, and control of TIPS.
- Is the expenditure in the public interest?
 - Yes. NTCD has been in a leader in the LTCWCG and in community engagement and outreach. Their experience with previous projects on Forest Service Lands and within the Lake Tahoe Basin has given them the knowledge and credibility to successfully navigate decision points and processes. Additionally, NTCD has created and maintained positive relationships with local landowners and stakeholders that will be affected by this project and will be able to leverage these relationships to the benefit of the project.

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

III. NTCD SHALL:

- A. LEGAL AUTHORITY. NTCD shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. NTCD will complete the tasks outlined in attachment A while working collaborative with the U.S. Forest Service.

IV. THE U.S. FOREST SERVICE SHALL:



- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NTC D for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$100,000, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of NCTD's monthly invoice. Each invoice from NTC D shall display the total project costs for the billing period, separated by U.S. Forest Service and NCTD's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display NTC D's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

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

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

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

Send a copy to: Joey Keely,joey.keely@usda.gov

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



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

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Meghan Kelly Sr. Project Engineer/District Manager PO Box 1105 Zephyr Cove, NV 98448 Telephone: (775) 586-1610 x30 FAX: (775)586-1612 Email: mkelly@ntcd.org	Dana Olson Assistant District Manager PO Box 1105 Zephyr Cove, NV 98448 Telephone: (775) 586-1610 x21 FAX: (775)586-1612 Email: dolson@ntcd.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joey Keely Ecosystem Conservation Staff Officer 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2661 FAX: 530-543-2693 Email: joey.keely@usda.gov	Genevieve Villemarie Grants Management Specialist 35 College Drive South Lake Tahoe, CA 96150 Telephone: 530-543-2783 FAX: 530-543-2693 Email: genevieve.villemaire@usda.gov

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

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

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

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

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or NTCD from participating in similar activities with other public or private agencies, organizations, and individuals.



- D. ENDORSEMENT. Any of NTCD's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NTCD's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NTCD to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the NTCD when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. NTCD agree(s) that any of NTCD's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as NTCD hereby willingly agree(s) to assume these responsibilities.

Further, NTCD shall provide any necessary training to NTCD's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NTCD shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program](#)



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

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

1. Financial Reporting

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

2. Accounting Records

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

3. Internal Control

NTCD shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. NTCD shall keep effective internal controls to ensure that all United States Federal funds received



are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

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

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

M. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

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



Service.

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

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

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

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

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

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

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

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

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

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

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

Performance reports must contain information on the following:



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

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

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

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

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

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

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

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies



that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NTCD is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“Lake Tahoe Basin Management Unit of the U.S. Forest Service, U.S. Department of Agriculture”

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

- U. FUNDING OF EQUIPMENT. Federal funding under this agreement is not available for reimbursement of NTCD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the NTCD's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). NTCD shall maintain cost and price analysis documentation for potential U.S. Forest Service review. NTCD is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NTCD shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NTCD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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



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

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

"This institution is an equal opportunity provider."

- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NTCD materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by NTCD or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for NTCD's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and NTCD agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by NTCD to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



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

- AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- BB. DEBARMENT AND SUSPENSION. NTCD shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should NTCD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:
All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:



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

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

DD. COPYRIGHTING. NTCD is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

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

This provision includes:

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

EE. PUBLICATION SALE. NTCD may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

FF. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least _____ days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

GG. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through _____ at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



HH. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

, Date

, Date
U.S. Forest Service,

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

Date
U.S. Forest Service Grants Management Specialist

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