



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

BOARD MEETING AGENDA

January 19, 2017

**10:00 AM
(estimated duration 2 hours)**

**The Parasol
948 Incline Way
Incline Village, Nevada**

Call in information: 712-432-0360, code 341249#

Agenda Items

- 1. Call to Order**
- 2. Oath of Office for newly elected and appointed Supervisors**
- 3. Supervisor Roll Call**
- 4. Pledge of Allegiance**
- 5. 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 anytime.
- 6. Public Interest Comments (No Action)**
- 7. For Possible Action: Designation and Approval of three Board Officers (Chair, Vice-Chair, and Secretary/Treasurer). The term for office of Chair, Vice Chair, and Secretary/Treasurer is two years.**

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 Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.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 Mark Thorpe at PO Box 915, Zephyr Cove, NV 89448; or email mthorpe@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 8 and 9 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.

Page #

8. 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.**

9. Discussion/Possible Action (Business)

- a. **For Possible Action: Approval of the Board of Supervisors meeting minutes for December 15, 2016.**

1 - 3

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 Mark Thorpe at PO Box 915, Zephyr Cove, NV 89448; or email mthorpe@ntcd.org; or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at <http://ntcd.org/html/board.php>

ADMINISTRATIVE CALENDAR

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

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

Page #

10. **For Possible Action: Approval of the NTCD financial reports for December 2016. Handout at the meeting.**
11. **For Possible Action: Approval of agreement with Nevada Division of Environmental Protection (NDEP) for the Incline Village Green Infrastructure project, \$150k.** 4
12. **For Possible Action: Approval of agreement with Nevada Division of State Lands (NDSL) for the Incline Village Green Infrastructure project, \$150k.** 4
13. **For Possible Action: Approval of agreement with Desert Research Institute (DRI) for Continuation of Rosewood Creek Restoration project, \$77,780.** 5 - 15
14. **For Possible Action: Staff report.**
15. **Supervisor's Comments**
16. **Public Interest Comments**
17. **For Possible Action : Motion to Adjourn**

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 Mark Thorpe at PO Box 915, Zephyr Cove, NV 89448; or email mthorpe@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>



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

**OATH OF OFFICE
FOR SUPERVISOR
OF THE
NEVADA TAHOE CONSERVATION DISTRICT**

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nevada and that I will faithfully execute the duties of the Office of Conservation District Supervisor, upon which I am now about to enter for a term of four years, expiring on December 31, 2020.

)
) _____
) Supervisor Signature

Subscribed and sworn before me this 19th day of January, 2017

)
) _____
) Glen Smith, Chair



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

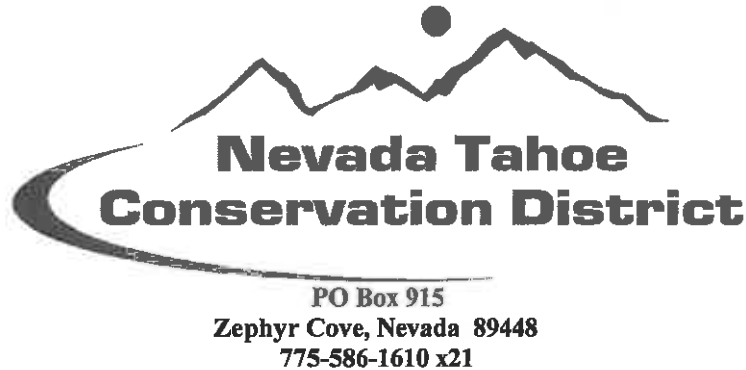
**OATH OF OFFICE
FOR SUPERVISOR
OF THE
NEVADA TAHOE CONSERVATION DISTRICT**

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nevada and that I will faithfully execute the duties of the Office of Conservation District Supervisor, upon which I am now about to enter for a term of two years, expiring on December 31, 2018.

)
) _____
) Supervisor Signature

Subscribed and sworn before me this 19th day of January, 2017

)
) _____
) Glen Smith, Chair



NTCD Board Minutes
December 15, 2016
The Nevada Tahoe Conservation District
400 Dorla Court, Zephyr Cove, NV
10:00 AM start time

Present:

Supervisor G. Smith
Supervisor Cook (via telephone)
Supervisor Martin
Supervisor Penzel
Supervisor Sarnoff (via telephone 10:00am – 10:30am)
Supervisor Perlman-Whyman (via telephone 10:15am – end of meeting)

Staff/Others

M. Kelly, District Manager
M. Thorpe, Administrator
L. Coe, NRCS
B. Farley, Kohn & Co.

Absent: Supervisor McCarthy and Supervisor Berkbigler

1. Call to Order by Chair Smith.
2. Supervisor Roll Call: see above
3. Pledge of Allegiance
4. Approval of the Agenda: Supervisor Martin moved to approve the Agenda, seconded by Supervisor Sarnoff, motion carried unanimously.
5. Public Interest Comments: None.
6. Discussion/Possible Action (Annual Audit)
 - a. For Possible Action: Approval of the FY 2016 Annual Audit. B. Farley of Kohn & Company presented the annual audit and financial statements. The District's federal awards for FY 2016 were under \$750,000; therefore a "single audit" was not needed, and a regular audit was performed instead. This reduced the cost of the audit by \$2,500. The audit's results were positive. Supervisor Penzel moved to approve the Annual Audit, seconded by Supervisor Sarnoff, motion carried unanimously.

CONSENT CALENDAR

Supervisor Martin moved to approve the Consent Calendar with items 7a, 7b and 7d pulled for further discussion, seconded by Supervisor Penzel, motion carried unanimously.

7. Agency Reports, Discussion/Possible Action
 - a. Moved to the Administrative calendar.
 - b. Moved to the Administrative calendar.
 - c. For Possible Action: Department of Conservation and Natural Resources Conservation District Program report. No report provided.
 - d. Moved to the Administrative calendar.

8. Discussion/Possible Action (Business)
 - a. For Possible Action: Approval of the Board of Supervisors meeting minutes for September 22, 2016.
 - b. For Possible Action: Approval of the NTCD financial reports for September 2016. As of 9/30/16, the District's Fund balance was \$111,647. This represents the District's available spendable resources, or assets less liabilities. September had a surplus of \$548. During September, the District purchased a three year AutoCAD engineering software license for \$2,500.
 - c. For Possible Action: Approval of the NTCD financial reports for October 2016. As of 10/31/16, the District's Fund balance was \$105,333. This represents the District's available spendable resources, or assets less liabilities. October had a deficit of \$6,314. During October, the District received \$4,000 annual assistance from CDP (the State of Nevada). October had annual expenses of \$7,800 (audit, NACD dues, and NvACD dues) and a quarterly expense of \$2,700 (POOL/PACT). If all expenses and revenues were annualized, October would have had a deficit of \$1,000. Year-to-date the District has a surplus of \$4,692.

ADMINISTRATIVE CALENDAR

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

Item 7a) For Possible Action: Natural Resources Conservation Service (NRCS) report. L. Coe, of NRCS, enjoyed working with the District this year and is looking forward to next year. And Happy Holidays.

Item 7b) For Possible Action: National Association of Conservation Districts (NACD) report. Supervisor Perlman-Whyman reported the national meeting is in Denver at the end of January 2017; and she encourages the Supervisors to take the training that is available through NACD.

Item 7d) For Possible Action: Nevada Association of Conservation Districts (NvACD) report. Supervisor Perlman-Whyman attended the annual meeting in Las Vegas (during November). She encourages the District to attend next year's annual meeting (November 6 – 8) in Virginia City.

Supervisor Penzel moved to approve items 7a, 7b, and 7d, seconded by Supervisor Martin, motion carried unanimously

9. For Possible Action: Approval of the NTCF financial reports for November 2016. November had a surplus of \$1,477. Year-to-date the District has a surplus of \$6,169. Administrator Thorpe thanked Douglas County for their assistance, without Douglas County's assistance (\$25,000) the District would be in a deficit of \$19,000. The District is projected to end the year very close to break-even. Supervisor Perlman-Whyman stated the importance of the presentation to Washoe County in January. Supervisor Martin moved to approve the financials, seconded by Supervisor Penzel, motion carried unanimously.
10. For Possible Action: Staff report/projects update. District Manager Kelly reported FY2017 will probably be under the federal awards requirement for a "single audit" of \$750,000. But there are plenty of projects for next year. The District hired a Staff Engineer (starts January 17) and he is relocating from Santa Barbara, CA. The District will be designing the following projects: Pittman, Green Streets, and lower phase of Rosewood Creek. Construction of the Zephyr Cove water quality improvement project will start this spring. The District is looking at the possibility of helping with bike trails.
11. Supervisor Comments: Supervisor Perlman-Whyman wished everyone Happy Holidays. Supervisor Martin stated the Reauthorization Act has some potential.
12. Public Interest Comments: None.
13. Motion to Adjourn: Supervisor Martin moved to adjourn, seconded by Supervisor Penzel, motion carried unanimously.



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

PROJECT SUMMARY

Incline Village Green Infrastructure Project

Contractual Parties: NTCD, NDEP, and NDSL

Contract Amount: \$300,000 (\$150,000 NDSL; \$150,000 NDEP)

Effective Dates: January 19, 2017 – December 31, 2018

Project Summary: The Incline Village Green Infrastructure Project seeks to reduce stormwater pollutant loading to Lake Tahoe and garner Lake Clarity Credits for Washoe County (County) by installing Green Infrastructure BMPs in the County right-of-way and adjacent public lands. NTCD will work with Washoe County staff as well as funders and permitting agencies to design and construct green infrastructure in the Incline Village/Washoe County Right of Ways. The Project will prioritize locations for Green Infrastructure BMPs based on catchment pollutant load ranking, outfall connectivity and site suitability. The project will design and install the BMPs for the prioritized sites based on treatment effectiveness, maintenance and other site factors (slope, available area, soils, etc.). NTCD was awarded an NDEP 319h grant in November 2016 and the matching NDSL Lake Tahoe License Plate Grant in December 2016 and is currently working with each funder to finalize workplans so agreements can be signed. Washoe County will assume ownership of the project and thus the maintenance responsibilities, yet NTCD will sign the NDSL assurances, with the Board's approval. Washoe County has pledged project support and in kind staff support totaling at least \$5,000.



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

SUBCONTRACTOR AGREEMENT SUMMARY

CONTINUATION OF ROSEWOOD CREEK RESTORATION PROJECT

Contractual Parties: Desert Research Institute

Contract Amount: \$77,780

Effective Dates: January 1, 2017 – September 30, 2021

Project Summary: Funding was procured in September 2016 to complete a new restoration project on Rosewood Creek below the Area A project. The new project proposes to replace or rehabilitate an existing culvert under Highway 28 and repair multiple head cuts. The project will also continue monitoring on Area A and perform monitoring on the newly restored reach. The monitoring hopes to further insight on the potential for stream restorations to capture fine sediment and help meet the Lake Tahoe TMDL. As we've partnered with Desert Research Institute on all of the previous Rosewood Creek monitoring projects and we currently share monitoring equipment, this agreement would allow us to partner with DRI again to complete the monitoring proposed in this project. DRI will help us set up a new monitoring station, collect data and samples, analyze data, and complete a final report.

**NEVADA TAHOE CONSERVATION DISTRICT
SUBCONTRACT FOR SERVICES**

BETWEEN

THE NEVADA TAHOE CONSERVATION DISTRICT (NTCD)

AND

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE DESERT RESEARCH INSTITUTE**

NTCD Primary Contact:

Meghan Kelly
(775) 586-1610 x30
mkelly@ntcd.org
PO Box 915
Zephyr Cove, NV 89448

DRI Primary Contacts:

Brian Fitzgerald, Principal Investigator/Coordinator
(775) 673-7391
Brian.Fitzgerald@dri.edu

Yvonne Rumbaugh, Business Manager
(775) 673-7366
Yvonne.Rumbaugh@dri.edu

Desert Research Institute
2215 Raggio Parkway
Reno, NV 89512

Source of Grant Funds:

Bureau of Reclamation
Agreement No. R16AP00221

SUBCONTRACT SERVICES AGREEMENT

Rosewood Creek Continuation Project

THIS AGREEMENT (hereinafter the "Agreement") will be enforceable when signed and dated, (the "Effective Date") by and between the **Nevada Tahoe Conservation District** (hereinafter "NTCD") and The Board of Regents of the Nevada System of Higher Education on behalf of the **Desert Research Institute** (hereinafter "DRI"). NTCD and DRI are sometimes hereinafter individually referred to as the "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. DRI desires to perform and assume responsibility and obligations for the services, as hereinafter described on the terms and conditions set forth herein.
- B. NTCD desires to contract for such services as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, NTCD and DRI agree as follows:

OPERATIVE PROVISIONS

SECTION I ENGAGEMENT AND SERVICES OF DRI

1. Engagement of DRI NTCD hereby engages DRI, subject to the terms and conditions set forth in this Agreement, to perform the services set forth in Exhibit "A" updated in January 2017 (the "Services and Fees"). DRI agrees to perform the services in accordance with the terms and conditions of this Agreement.
2. Performance of DRI DRI accepts the relationship of trust and confidence established between NTCD and DRI by the terms of this Agreement. DRI covenants with NTCD to furnish its best skill, judgment and efforts and to cooperate with NTCD and any other contractors engaged by NTCD in the performance of the services. DRI covenants to use its best efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of NTCD.
3. DRI Personnel. DRI shall provide adequate and experienced administrative and management personnel to perform the services.
4. DRI's Responsibilities for Costs and Expenses. DRI shall be responsible for all costs and expenses incurred relative to DRI, personnel of DRI and subcontractors of DRI, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expenses, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

SECTION II RESPONSIBILITIES OF DRI

1. **Personnel.** The Services shall be performed by DRI or under its supervision. DRI represents that it possesses the professional and technical personnel required to perform the Services. The personnel performing the Services on behalf of DRI shall at all times be under DRI's exclusive direction and control. DRI shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with their performance of the Services and other amounts due such personnel in connection with their performance of Services. DRI shall also be responsible for all reports and documentation required for its employees.
2. **Cooperation/Project Administrator.** DRI shall work closely and cooperate fully with NTCD's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. This Agreement will be administered by the Project Administrator. The Project Administrator, or his/her designee, shall be the principal officer of the NTCD, for liaison with DRI, and shall review and give approval to the details of the Services as they are performed.

The NTCD designates **Meghan Kelly** as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to DRI.

3. **Project Coordinator.** DRI shall designate and assign a project coordinator ("Project Coordinator"), who shall coordinate all phases of the Services. The Project Coordinator shall be available to DRI at all reasonable times.

DRI designates **Brian Fitzgerald** to be its Project Coordinator.

4. **Time of Performance.** The Services to be performed by DRI under and pursuant to this Agreement shall be conducted in accordance with the time tables contained in Exhibit "A" (Services and Fees).
5. **Report Materials.** At the completion of the Services, DRI shall deliver to the NTCD all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by DRI.

All materials shall be submitted to NTCD in electronic formats. Allowable electronic formats include 1) Microsoft Office applications, 2) Adobe applications, 3) and / or ESRI ArcGIS 9.x applications. The selection of the appropriate file type will be determined at the sole discretion of the Project Administrator.

6. **Rights in Data.** Nothing in this Agreement shall be construed to limit the right of DRI faculty, students, or staff to publish data generated by DRI under this Agreement in the form of scholarly articles in academic journals or to use such data in pursuit of other scholarly activities. DRI shall notify the Project Administrator of any intents to publish the data and NTCD contributions shall be included in such published data at the discretion of the Project Administrator and Project Coordinator.

7. **NTCD Policy.** DRI shall discuss and review all matters relating to the Services with the Project Administrator in advance of all critical decision points.
8. **Progress.** DRI is responsible to keep the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or relative to this Agreement.
9. **Scheduling.** DRI shall generally have no obligation to work any particular schedule. DRI will coordinate with the NTCD in achieving the results sought under the terms of this Agreement.
10. **Insurance.** The Board of Regents of the Nevada System of Higher Education is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.
11. **Indemnification.** To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for the injury or damages arising out of or in connection with this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
12. **Audit and Document Retention.** As required by state grant funding source, DRI agrees to provide NTCD and NDSL access to any "books, documents, papers, and records...directly pertinent" to this project for the purpose of "examination, audit, and duplication" for a period of three years after the close of this contract.

SECTION III RESPONSIBILITIES OF NTCD

1. **Compensation.** In consideration of the performance by DRI of the Services, the NTCD shall pay to DRI the fees set forth on Exhibit "A" (Services and Fees).
2. **Extra Work.** DRI shall not receive additional compensation for any extra work unless such extra work has been authorized in writing by the NTCD prior to the commencement of the extra work. The NTCD shall pay DRI for extra work in accordance with the fee schedule set forth on Exhibit "A" (Services and Fees).
3. **Payment of Compensation.** DRI shall invoice NTCD on a monthly basis. Each invoice will be itemized. Each invoice shall show the number of hours worked per person and the nature of the work performed. NTCD shall make payments to DRI within thirty (30) days, unless the NTCD disputes the amount of the compensation DRI claims it is owed under this Agreement.
4. **Failure to Pay.** If payment has not been received by DRI 90 days after the original invoice date, DRI may cease all work on the project and remove any equipment pertaining to the project that belongs to DRI provided that a 48-hour advance notice has been sent as indicated under Section V, General Provisions, Paragraph 4, Notices. Upon payment in full of all invoices, DRI may at its sole discretion, decline further work

on this project or retain the right to continue work. A new time frame for completion may need to be negotiated at that time depending on the period of payment default.

SECTION IV TERMINATION

1. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. DRI shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by DRI, of such failure to continue uncured for thirty (30) calendar days after the NTCD gives DRI notice of any failure and specified the nature of such failure.
 - B. DRI shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.
2. Termination upon Event of Default. Upon a termination of this Agreement as provided in paragraph 1 of this Section, the NTCD shall pay to DRI the part of the compensation which would otherwise be payable to DRI with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the compensation.

SECTION V GENERAL PROVISIONS

1. Nondiscrimination by DRI. DRI represents and agrees that DRI, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, DRI, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. Subcontractor. DRI shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of the NTCD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
3. Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppels, or otherwise.
4. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To NTCD:

**Nevada Tahoe Conservation District
Attn: Meghan Kelly
P.O. Box 915
Zephyr Cove, NV 89448**

To DRI:

**Desert Research Institute
Attn: Yvonne Rumbaugh/Brian Fitzgerald
2215 Raggio Parkway
Reno, NV 89512**

Notice shall be deemed received as follows, depending upon the method of transmittal: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

5. **Authority to Enter Agreement.** DRI warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

If DRI is a corporation or partnership, DRI also warrants that it is duly organized, validly existing in good standing under the laws of the State of Nevada and will continue to be so during the term of this Agreement.
6. **Severability/Illegality.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
7. **Reasonable Efforts.** DRI will use reasonable efforts in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
8. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
9. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
10. **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.
11. **Days.** Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not work days.
12. **Entire Agreement.** This Agreement contains the entire agreement of the DRI and NTCD and supersedes any prior or written statements or agreements between the DRI and

NTCD pertaining to this project. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

13. **Binding on Assigns.** Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
14. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
15. **Captions.** The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
16. **Construction.** In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
17. **Cooperation/Further Acts.** The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.
18. **Survival.** The obligations of DRI under this agreement, including without limitation, the obligations set forth in Section II, Paragraph 9 (Insurance) and Section II, Paragraph 10 (Indemnification), as they relate to the Services, shall survive the termination or expiration of this Agreement.
19. **Incorporation of Recitals and Exhibits.**
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
 - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
20. **References.** All references to DRI shall include all personnel, employees, agents and subcontractors of DRI.
21. **Expenditure Rules.** The funding source for this contract is state and all applicable state regulations and requirements of apply.
22. **No Funds to Unqualified Aliens.** Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). DRI shall be responsible to ensure that no funds DRI receives from NTCD are paid to any employee or subcontractor in violation of this Act.

23. Cancellation. This PSA may be canceled by the NTCD Board of Supervisors upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

In the event of cancellation by NTCD, DRI shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by DRI, in which case DRI shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

In the event of cancellation initiated by DRI, DRI shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

DRI:

NTCD:

By: _____
Jenny Frayer
Director of Sponsored Projects

By: _____
Glen Smith, Chair
NTCD Board of Supervisors

Date: _____

Date: _____

EXHIBIT A

DRI Statement of Work: Rosewood Creek Continuation Project

The period of performance for this contract is January 1, 2017 through September 30, 2021.

Task 1. Monitoring

Monitoring will consist of the period January 2017 – December 2020. Continuous measurement of stage, turbidity, conductivity, and water temperature. In addition to continuous measurements, water quality samples will be collected using automated vacuum samples. We anticipate the collection of samples for up to nine events each year, including one baseflow, four rain/thunderstorm, and four snowmelt events.

DRI and NTCD will collaboratively manage monitoring and sampling equipment as well as the collection of the water quality samples themselves. Both agencies will share the responsibility of conducting stage/discharge measurements. DRI will manage dataloggers and datalogger programming.

Budget: \$37,797

Task 2. Sample Analysis and Raw Data

DRI will manage sample analysis and raw data. The DRI Water Characterization Laboratory will analyze water samples for TP, TKN, SRP, NO₃ + NO₂, NH₃, and TSS. The DRI Sediment Characterization Laboratory will analyze samples for laser particle size analysis (LPSA). Sample analysis will be tracked separately in this contract.

Budget: \$6,988

Task 3. Data Workup

DRI will manage the quality assurance of data obtained from the continuous monitoring equipment using standard procedures. The primary emphasis will be QA of data associated with the nine sampling events, with a secondary emphasis placed on non-sampled events. Specifically, finalized data may not be reported during summer low flow conditions when accurate discharge measurements are problematic and that influence the ability of continuous sensors (turbidity, water temperature) to obtain valid readings.

Budget: \$7,630

Task 4. Reporting

DRI will collaborate with NTCD in meeting their reporting requirements, including quarterly status reports, interim reports/presentations and the final report. DRI will provide data files of the raw and finalized data sets.

Budget: \$5,730

Task	Name	Cost
1	Monitoring	\$37,797
2	Sample Analysis and Raw Data	\$6,988
	<i>Laboratory Analysis</i>	<i>\$19,635*</i>
3	Data Workup	\$7,630
4	Reporting	\$5,730
	Total services:	\$58,145
	Total laboratory analyses:	\$19,635*

DRI shall perform the above service tasks for no more than \$58,145. DRI shall perform laboratory analyses for no more than \$19,635. Data and report segments shall be in electronic format using Microsoft Office software, Adobe Suite, and/or ArcGIS 9.x.*

**** Years 1 through 3 only; additional funds in the amount of \$7,400 will be needed for collection and laboratory analyses in Year 4.***

