

Assessor's Parcel Number: N/A

Date: NOVEMBER 2, 2016

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

INTERLOCAL CONTRACT #2016.252
(Title of Document)

FILED

NO. 2012-252

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DOUGLAS COUNTY
CLERK

BY *[Signature]* DEPUTY

INTERLOCAL CONTRACT FOR SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

**TAHOE RESOURCE CONSERVATION DISTRICT
870 EMERALD DAY ROAD, SUITE 108
SOUTH LAKE TAHOE, CA 96150**

This Interlocal Contract for Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and Tahoe Resource Conservation District (TRCD), a California Conservation District formed under Division 9 of the California Public Resources Code ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Parties are public agencies and Nevada Revised Statutes (N.R.S.) 277.100 and N.R.S. 277.180(1) and (3)(a) allows the County to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

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

WHEREAS, the County and the TRCD will be able to provide more effective and efficient services by entering into the Contract and provide services for the protection of the health and welfare of the inhabitants of Douglas County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective on the date it is approved and signed by representatives of both Parties. The professional services described herein and all tasks must be completed by December 31, 2018, unless terminated in accordance with Paragraph 6 of the Contract.

2. [RESERVED]

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3. INDUSTRIAL INSURANCE.

Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

TRCD has entered into a contract with Douglas County to perform work from December 31, 2016 to December 31, 2018 and requests that the authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree the services to be performed are described in the attached, Exhibit "A" "Stormwater Compliance Monitoring Proposal 2017-2018 ("Proposal"), and incorporated by this reference.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 at a cost not to exceed forty-three thousand eight hundred thirty-three dollars (\$43,833) for the two year period. The contract shall not exceed twenty-one thousand nine hundred sixteen dollars and fifty cents (\$21,916.50) in any one fiscal year (the "Contract Price"). In addition, the County does not agree to reimburse Contractor for travel expenses and per diem allowances except as set forth in the Proposal. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed by Contractor. Requests for payment shall be submitted no later than thirty (30) days after the end of a month and must include a detailed summary of

the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 calendar days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by Contractor to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, litigation may only proceed before a federal northern Nevada district court in the State of Nevada and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The court will recognize any offers of judgment made by a Party pursuant to Nevada law.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager,

the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. All professional and technical information developed under this Contract and all work sheets, reports, and related data shall become remain the property of Contractor, provided that County shall receive a non-exclusive license to use and reuse the professional and technical information. Contractor further agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project..

13. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: County Engineer
1594 Esmeralda Ave.
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9063

To Contractor: Ellery Stahler
Tahoe Resource Conservation District
870 Emerald Bay Road, Suite 108
South Lake Tahoe, CA 96150

21. CONFORMITY WITH COUNTY POLICIES. The Contractor is entering into a Contract with the County and will comply with the policies and requirements of Douglas County Community Development Department, a Douglas County Code and Nevada Department of Environmental Protection that have been provided to Contractor in writing prior to the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Tahoe Resource Conservation District
a California Resource Conservation District

By: _____ (Date)

Douglas County

By: _____ 10/31/16 (Date)
Larry Werner, P.E.
County Manager, Douglas County

Stormwater Compliance Monitoring Proposal

2017 - 2018

Submitted by:

Tahoe Resource Conservation District
May 2016

Submitted to:

El Dorado County
Placer County
City of South Lake Tahoe
Douglas County
Washoe County
Nevada Department of Transportation

BACKGROUND

Lake Tahoe is an oligotrophic alpine lake located on the California-Nevada border that was designated an Outstanding National Resource Water in 1980. This status affords it with the highest level of protection under the Clean Water Act (CWA) of 1972 and allows for no degradation. Regular monitoring of the lake's deep water transparency began in the 1960's and has shown a significant decline since then, from over 100 feet of clarity to about 70 feet at present. Since Lake Tahoe is allowed no degradation, it qualifies as an impaired water body, and section 303(d) of the CWA mandates that a Total Maximum Daily Load (TMDL) be developed.

The Lake Tahoe TMDL identifies the primary types and sources of pollutants, establishes a deep water transparency standard, and lays out a timeline to meet the standard. The transparency standard has been set to 29.7 meters (97.4 feet), the annual average Secchi depth measured between 1967 and 1971. To achieve this standard, it is estimated that fine sediment particles, phosphorus, and nitrogen loads must be reduced by 65 percent, 35 percent, and 10 percent, respectively. It is estimated that it will take sixty-five years of implementing pollutant load reduction strategies in the Lake Tahoe Basin to reach this goal (Lake Tahoe TMDL 2011).

A pollutant source analysis conducted by the Lahontan Regional Water Quality Control Board (Water Board) and Nevada Division of Environmental Protection (NDEP) identified urban runoff, atmospheric deposition, forested upland runoff, and stream channel erosion as the primary sources of fine sediment particle, phosphorus, and nitrogen loads to Lake Tahoe. The largest source of fine sediment particles to Lake Tahoe is urban stormwater runoff, comprising 72 percent of the total fine sediment particle load. Therefore, the urbanized area provides the greatest opportunity to reduce pollutant loading to the lake (Lake Tahoe TMDL 2011).

The seven jurisdictions in the Tahoe Basin - El Dorado County, Placer County, City of South Lake Tahoe, California Department of Transportation (Caltrans), Douglas County, Washoe County, and Nevada Department of Transportation (NDOT) - discharge urban stormwater runoff to Lake Tahoe. Therefore, the California jurisdictions were each issued a National Pollutant Discharge Elimination System permit (permit) by the Water Board in August 2011, and the Nevada jurisdictions entered into Inter-local Agreements (ILAs) with NDEP shortly after, that required them to reduce pollutant loads to Lake Tahoe from urbanized areas within their jurisdictions. By design, the permits and ILAs are very similar in their requirements and encouraged the jurisdictions to work collaboratively to fulfill the regulatory requirements. In response, the seven jurisdictions partnered together to form the Implementers' Monitoring Program (IMP), a coordinated effort for implementing capital improvement projects and improving management actions to reduce pollutant loads to Lake Tahoe to meet the TMDL standard.

The IMP was also formed to collaboratively fulfill regulatory requirements mandated by the permit and ILAs. Monitoring of urban stormwater runoff is a requirement in the first permit/ILA term and is expected to remain a requirement in the second term. Though the specific conditions of the next term permits/ILAs are yet to be determined, urban stormwater runoff monitoring is expected to continue in Water Year (WY) 2017, beginning October 1, 2016. Assumptions regarding what the specific monitoring requirements may include are outlined below in the section titled "Assumptions".

Two grants awarded to the Tahoe Resource Conservation District (Tahoe RCD), one through the Southern Nevada Public Land Management Act (SNPLMA) in 2013 and one through Proposition 84 in 2014, have funded three years of stormwater monitoring under the current term of the permit/ILAs. The Proposition 84 grant expires at the end of March 2017, with monitoring activities ending January 2017. The SNPLMA grant expires at the end of December 2016.

To ensure the continuation of the collaborative and regional compliance monitoring model, Tahoe RCD presents this proposal to six of the participating jurisdictions (all except for the California Department of Transportation). This proposal outlines the anticipated scope of work and associated budget to continue urban stormwater runoff compliance monitoring at the network of monitoring sites established in the first permit/ILA term. In addition to monitoring, Tahoe RCD also proposes TMDL Tools assistance to achieve cost efficiencies among the jurisdiction partners.

ASSUMED FUTURE PERMIT AND ILA REQUIREMENTS

The Lake Tahoe Regional Storm Water Monitoring Program (RSWMP) was launched in March 2015 with the approval of the RSWMP Framework and Implementation Guidance Document (FIG) by the California State Water Resources Control Board. The FIG outlined an efficient and effective regional stormwater monitoring program including program structure and objectives, cost and funding opportunities, and data collection, management, analysis, and reporting methods. The primary objective of RSWMP is to establish a coordinated network of long-term monitoring sites for collecting reliable information on urban stormwater runoff to track pollutant load reduction progress under the Lake Tahoe TMDL. These sites provide critical information related to changes in stormwater quality status and trends in response to implementing water quality improvement projects and improved management actions in urban catchments.

Though regulatory compliance monitoring preceded the establishment of RSWMP, the primary RSWMP objective was developed with input from the Water Board in regards to long-term TMDL needs. Therefore, the scope of work and budget outlined in this proposal assume the regulatory requirements for urban stormwater monitoring beginning water year 2017 will closely align with the status and trends objective defined in the RSWMP FIG (RSWMP FIG 2015).

Tahoe RCD assumes that the future permits/ILAs will require a collaborative, Basin-wide monitoring effort that includes sample collection, data management and analysis, and reporting. Although each jurisdiction will be separately regulated, Tahoe RCD assumes one annual comprehensive stormwater monitoring report will serve the compliance needs of all six jurisdictions.

SCOPE OF WORK

The objective of the scope of work is to fulfill the assumed requirements of the urban stormwater monitoring component in 2017 and 2018, including data collection, management, analysis, and reporting.

Task 1: Administration

This task includes operations necessary to support staff and facilities for the term of the project and management duties related to executing the project including progress reporting, invoicing, and contract administration.

Tahoe RCD will provide the technical and administrative services needed to complete the tasks in this scope of work and ensure it is completed within budget and on schedule. Quarterly progress reports will be provided on the 30th of the month following the end of the quarter to document contract requirements are being met. Tahoe RCD will submit monthly invoices linked with project activities. Expenses for project work will be contained on the invoice. Appropriate back-up documentation for itemized expenses will be provided. Administrative costs will be invoiced at 15%.

Task 1 Deliverables

- Quarterly progress reports
- Monthly invoices

Task 2: Program Planning, Staff Coordination, Site Management

This task includes all project management duties including communication and meetings with partnering jurisdictions and regulatory agencies, and coordination of efficient and effective completion of monitoring activities and site maintenance, including with subcontractors where necessary.

Task 3: Stormwater Monitoring

Urban stormwater runoff monitoring will be conducted at six catchment outfall sites using automated samplers. These sites have previously been monitored and include Incline Village, Speedboat, Tahoma, Tahoe Valley, Upper Truckee, and Pasadena (Figure 1).

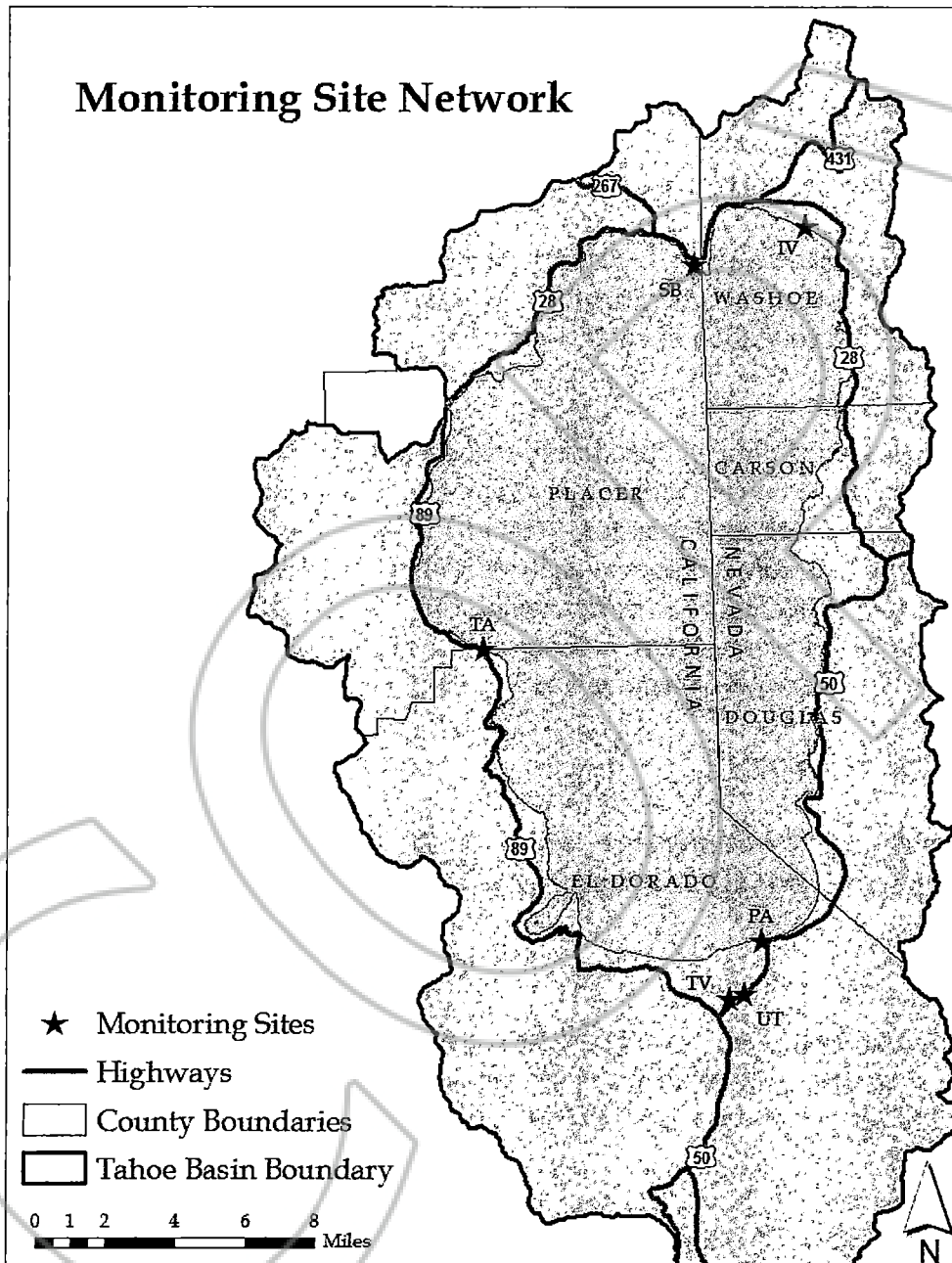


Figure 1: Network of stormwater monitoring sites. IV: Incline Village, SB: Speedboat, TA: Tahoma, TV: Tahoe Valley, UT: Upper Truckee/Hwy 50, and PA: Pasadena.

Tahoe RCD will collect continuous discharge, turbidity, precipitation, and temperature data at all sites. In addition, Tahoe RCD will conduct discrete water quality sampling for a minimum 6 events, but if weather allows, will sample the ideal range of 10-12 events per year distributed across all seasons. The 10-12 events sampling frequency is recommended to generate enough samples per year from each site to provide statistically defensible average annual load estimates.

Discrete water quality samples will be composited using a flow weighted method and analyzed for the Lake Tahoe pollutants of concern: Fine Sediment Particles (FSP < 16 µm), Total Phosphorus (TP), and Total Nitrogen (TN). Tahoe RCD also proposes including the constituents Orthophosphate (OP) and Dissolved Inorganic Nitrogen (DIN) due to the potential that they will be required in the next permit/ILA term.

Quality Control measures presented in the RSWMP Quality Assurance Project Plan (QAPP 2011) will be incorporated into the standard operating procedures for stormwater monitoring and sample analysis; this includes collection of control samples at no less than the recommended rate of 10%.

All urban stormwater monitoring data will be stored, managed, and analyzed by the RSWMP Data Management System (DMS) currently under development. The DMS will enable remote access to monitoring sites and be fully integrated, taking data from the point of collection through to reporting. It will perform statistical analyses through preset routines, and report status and trends consistently according to preset templates. These features are anticipated to reduce staff time and limit the introduction of human error. The DMS is scheduled to be completed by the start of the contract term, January 1, 2017.

Task 4: Professional Services

Tahoe RCD will assure proper site maintenance, equipment installation and repair as needed, and all other activities associated with keeping monitoring sites functioning effectively.

Task 5: Sample Analysis

Flow-weighted sample composites will be delivered to analytical labs capable of performing the required analyses. Samples will be analyzed for the proposed seven analytes:

- Total Suspended Sediment (TSS) and Particle Size Distribution (PSD) (required for calculation of FSP),
- Total Phosphorus (TP),
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite (NO₃+NO₂) (required for calculation of TN),
- Orthophosphate (OP)
- Ammonium (NH₄) (with NO₃+NO₂ required for calculation of DIN)

Tahoe RCD will be responsible for the management and maintenance of the stormwater monitoring data.

Task 5 Deliverables

- Raw data generated from the six monitoring sites (upon request) including:
 - Continuous flow
 - Continuous turbidity
 - Analytical results
 - Continuous meteorological data

Task 6: Reporting

Tahoe RCD will compile results and discuss findings in an Annual Stormwater Monitoring Report compliant with permit/ILAs requirements. The draft annual report will utilize the pre-approved reporting templates housed in the DMS and will be submitted to partner jurisdictions for review and comment. Upon approval, partner jurisdictions will be able to submit the final report to the applicable regulatory agency.

Task 6 Deliverables

- Draft Annual Stormwater Monitoring Report compliant with permit/ILAs 30 days before submittal to applicable regulatory agency
- Final Annual Stormwater Monitoring Report by due date to applicable regulatory agency

Task 7: TMDL Tools Assistance

This task provides assistance to the partnering jurisdictions with planning and compliance for the Lake Tahoe TMDL, including but not limited to: Pollutant Load Reduction Model (PLRM) modeling, RAM support, catchment registration support, and other pollutant load reduction strategies. Some work activities within this task may be of benefit basin-wide, in which case billing will be split evenly among all jurisdictions. For requested work activities under this task that benefit a specific jurisdiction, that jurisdiction will be billed individually.

Task 7 Deliverables

- Planning and/or compliance PLRM modeling results, and/or
- RAM results, and/or
- Catchment registration assistance, as requested, and/or
- Other pollutant control strategies

EVALUATION AND ASSESSMENT OF SUCCESS

Long-term urban stormwater runoff monitoring is meant to estimate the total pollutant loads at each respective catchment outfall and document how those loads change with the implementation of improvements in the catchment over time. The project will be considered a success if the requirements outlined in the monitoring section of the jurisdictional permits/ILAs are met to the satisfaction of the respective regulatory agency.

SCHEDULE

The proposed contract term is January 1, 2017 to December 31, 2018 to provide continuous stormwater monitoring and reporting services.

Table 1 represents the work activities that will be conducted during the contract term. Activities include stormwater monitoring for the remainder of Water Year 2017 (nine months), all of Water Year 2018, and the first three months of Water Year 2019. Tahoe RCD will also conduct stormwater data analysis and produce the annual reports for WY 2016 and WY 2017 as well as initiate data analysis (but not produce a complete report) for WY 2018. Tahoe RCD is available and interested in continuing monitoring and reporting services through a contract extension for WY 2019 and beyond.

Table 1: Schedule of Work Activities during Contract Term

2016	2017				2018			
Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
Fiscal Year 2017			Fiscal Year 2018			Fiscal Year 2019		
Water Year 2017			Water Year 2018			Water Year 2019		
Current Grant Funding	Requested 2-Year Contract Term							
WY 2017 Monitoring			WY 2018 Monitoring			WY 2019 Monitoring Initiated		
WY 2016 Analysis & Reporting			WY 2017 Analysis & Reporting			WY 2018 Analysis Initiated		

BUDGET

A Southern Nevada Public Land Management Act grant will fund 50% of stormwater monitoring program costs over the two year period. Collectively, the six jurisdictions in the Tahoe Basin (including El Dorado County, Placer County, City of South Lake Tahoe, Douglas County, Washoe County and Nevada Department of Transportation) will fund the other 50% of program costs as match to the grant. A two-year budget is presented below (Table 2). The budget presents both the collective 50% jurisdiction program cost for two years as well as the individual jurisdiction cost for two years. Individual jurisdiction costs represent an equal 1/6 of the collective share. This 1/6 cost is the proposed contract amount (\$43,833) for two years of monitoring services, or \$21,917 per year.

Table 2: Detailed Budget

Task	Description	Average Rate	Quantity	2-Year Collective		2-Year Individual		Notes
				Jurisdiction/Cost	Jurisdiction/Cost	Jurisdiction/Cost	Jurisdiction/Cost	
Task 1	Administrative Costs	15%		\$ 34,300	\$ 5,717			
Task 2	Program Planning, Staff/Coordination, and Site Management			\$ 43,200	\$ 7,200			
Environmental Scientist III	Planning, coordination, management	\$ 42	570	\$ 24,000	\$ 4,000	approx 5.5 hours per week		
Director of Programs	Planning, coordination, management	\$ 46	416	\$ 19,200	\$ 3,200	approx 4 hours per week		
Task 3	Stormwater Monitoring			\$ 75,100	\$ 12,517			
Environmental Scientist III	Data collection, management, analysis	\$ 42	378	\$ 15,900	\$ 2,650	approx 3.5 hours per week		
Environmental Scientist II	Data collection, management, analysis	\$ 34	522	\$ 17,800	\$ 2,967	approx 5 hours per week		
Environmental Scientist I	Data collection, management, analysis, maintenance	\$ 26	595	\$ 15,500	\$ 2,583	approx 5.5 hours per week		
Contractor	Data collection, management, analysis	\$ 75	36	\$ 2,700	\$ 450	approx 0.5 hours per week		
Taboe RCD	Stormwater monitoring equipment insurance	\$ 1,200	1	\$ 1,200	\$ 200	from SDRMA - \$600 per year		
Taboe RCD	Data Management System (web hosting, maintenance, wireless)	\$ 18,000	1	\$ 18,000	\$ 3,000	\$7.5k hosting, \$1.5k maint/wireless per year		
Taboe RCD	Travel (mileage, vehicle fees, transportation)	\$ 4,000	1	\$ 4,000	\$ 667	approx 70 miles per week		
Task 4	Professional Services			\$ 8,800	\$ 1,467			
Contractor	Monitoring site design, installation, maintenance	\$ 53	165	\$ 8,800	\$ 1,467	approx 1.5 hours per week		
Task 5	Sample Analysis			\$ 49,800	\$ 8,300			
Analytical Lab	Primary nutrients and sediments	\$ 170	216	\$ 36,800	\$ 6,133	18 samples per site per year		
Analytical Lab	Dissolved nutrients	\$ 60	216	\$ 13,000	\$ 2,167	18 samples per site per year		
Task 6	Reporting			\$ 14,100	\$ 2,350			
Environmental Scientist III	Reporting	\$ 42	216	\$ 9,100	\$ 1,517	approx 9 hours per week for 3 months per year		
Environmental Scientist II	Reporting	\$ 34	84	\$ 2,900	\$ 483	approx 3.5 hours per week for 3 months per year		
Environmental Scientist I	Reporting	\$ 26	80	\$ 2,100	\$ 350	approx 3.5 hours per week for 3 months per year		
Task 7	TMDL Tools/Assistance			\$ 17,700	\$ 2,950			
Environmental Scientist II	PLRM modeling, catchment registration, road and BMP RAM	\$ 34	520	\$ 17,700	\$ 2,950	approx 5 hours per week		
Supplies	Monitoring Equipment			\$ 20,000	\$ 3,333			
Vendors	Monitoring equipment, supplies, maintenance, repairs	\$ 20,000	1	\$ 20,000	\$ 3,333	1 installation, misc. equipment repairs/replacement		
	Total Direct Costs			\$ 228,700	\$ 38,147			
	Indirect Costs (15%)			\$ 34,300	\$ 5,717			
	Total Jurisdiction Cost (2 years)			\$ 263,000	\$ 43,863			
	Cost per Jurisdiction (2 years)			\$ 43,833	\$ 7,306			

*Includes a very conservative \$7,500 per year placeholder for Data Management System hosting, suggested by DRI. Tahoe RCD will lead a collaborative review of hosting options to obtain the most cost-effective rate.

The breakdown of staff hours per week (as listed in the “Notes” column of the budget) will vary by season and by occurrence of storm events. These notes are included to give an indication of the scale of work effort required to implement the program, not necessarily approximate an exact weekly workload. The program budget is conservative as it doesn’t take into account the expected efficiencies that will be gained through the new DMS. Therefore, assuming the program doesn’t substantially change in coming years, it is anticipated program costs will decline over time as the benefits of the DMS are realized.

As stated above, the jurisdiction cost fits into the overall funding picture for the stormwater monitoring program, providing 50% match to a SNPLMA grant. The total program cost for two years is \$526,000, with SNPLMA providing \$263,000 and the jurisdictions collectively providing \$263,000. Table 3 shows a breakdown of the SNPLMA and collective jurisdiction share of two-year stormwater program costs.

Table 3: Total Program Costs

Task	Description	2-Year collective		Total 2-Year
		SNPLMA Grant Request	Jurisdiction Cost (50% match)	
Task 1	Administrative costs	\$ 34,300	\$ 34,300	\$ 68,600
Task 2	Program Planning, Staff coordination, and Site Management	\$ 43,200	\$ 43,200	\$ 86,400
Environmental Scientist III	Planning, coordination, management	\$ 24,000	\$ 24,000	\$ 48,000
Director of Programs	Planning, coordination, management	\$ 19,200	\$ 19,200	\$ 38,400
Task 3	Stormwater Monitoring	\$ 75,100	\$ 75,100	\$ 150,200
Environmental Scientist III	Data collection, management, analysis	\$ 15,900	\$ 15,900	\$ 31,800
Environmental Scientist II	Data collection, management, analysis	\$ 17,800	\$ 17,800	\$ 35,600
Environmental Scientist I	Data collection, management, analysis, maintenance	\$ 15,500	\$ 15,500	\$ 31,000
Contractor	Data collection, management, analysis	\$ 2,700	\$ 2,700	\$ 5,400
Tahoe RCD	Stormwater monitoring equipment, insurance	\$ 1,200	\$ 1,200	\$ 2,400
Tahoe RCD	Data Management System (web hosting, maintenance, wireless)	\$ 18,000	\$ 18,000	\$ 36,000
Tahoe RCD	Travel (mileage, vehicle fees, transportation)	\$ 4,000	\$ 4,000	\$ 8,000
Task 4	Professional Services	\$ 8,800	\$ 8,800	\$ 17,600
Contractor	Monitoring site design, installation, maintenance	\$ 8,800	\$ 8,800	\$ 17,600
Task 5	Sample Analysis	\$ 49,800	\$ 49,800	\$ 99,600
Analytical Lab	Primary nutrients and sediments	\$ 36,800	\$ 36,800	\$ 73,600
Analytical Lab	Dissolved nutrients	\$ 13,000	\$ 13,000	\$ 26,000
Task 6	Reporting	\$ 14,100	\$ 14,100	\$ 28,200
Environmental Scientist III	Reporting	\$ 9,100	\$ 9,100	\$ 18,200
Environmental Scientist II	Reporting	\$ 2,900	\$ 2,900	\$ 5,800
Environmental Scientist I	Reporting	\$ 2,100	\$ 2,100	\$ 4,200
Task 7	TMDL Tools Assistance	\$ 17,700	\$ 17,700	\$ 35,400
Environmental Scientist II	PLRM modeling, catchment registration, road and BMP RAM	\$ 17,700	\$ 17,700	\$ 35,400
Supplies	Monitoring Equipment	\$ 20,000	\$ 20,000	\$ 40,000
Vendors	Monitoring equipment, supplies, maintenance, repairs	\$ 20,000	\$ 20,000	\$ 40,000
Total Direct Costs		\$ 228,700	\$ 228,700	\$ 457,400
Indirect Costs (15%)		\$ 34,300	\$ 34,300	\$ 68,600
Total Program Cost (2 years)		\$ 263,000	\$ 263,000	\$ 526,000
Cost per Jurisdiction (2 years)			\$ 43,833	

CONTRACTING STRUCTURE

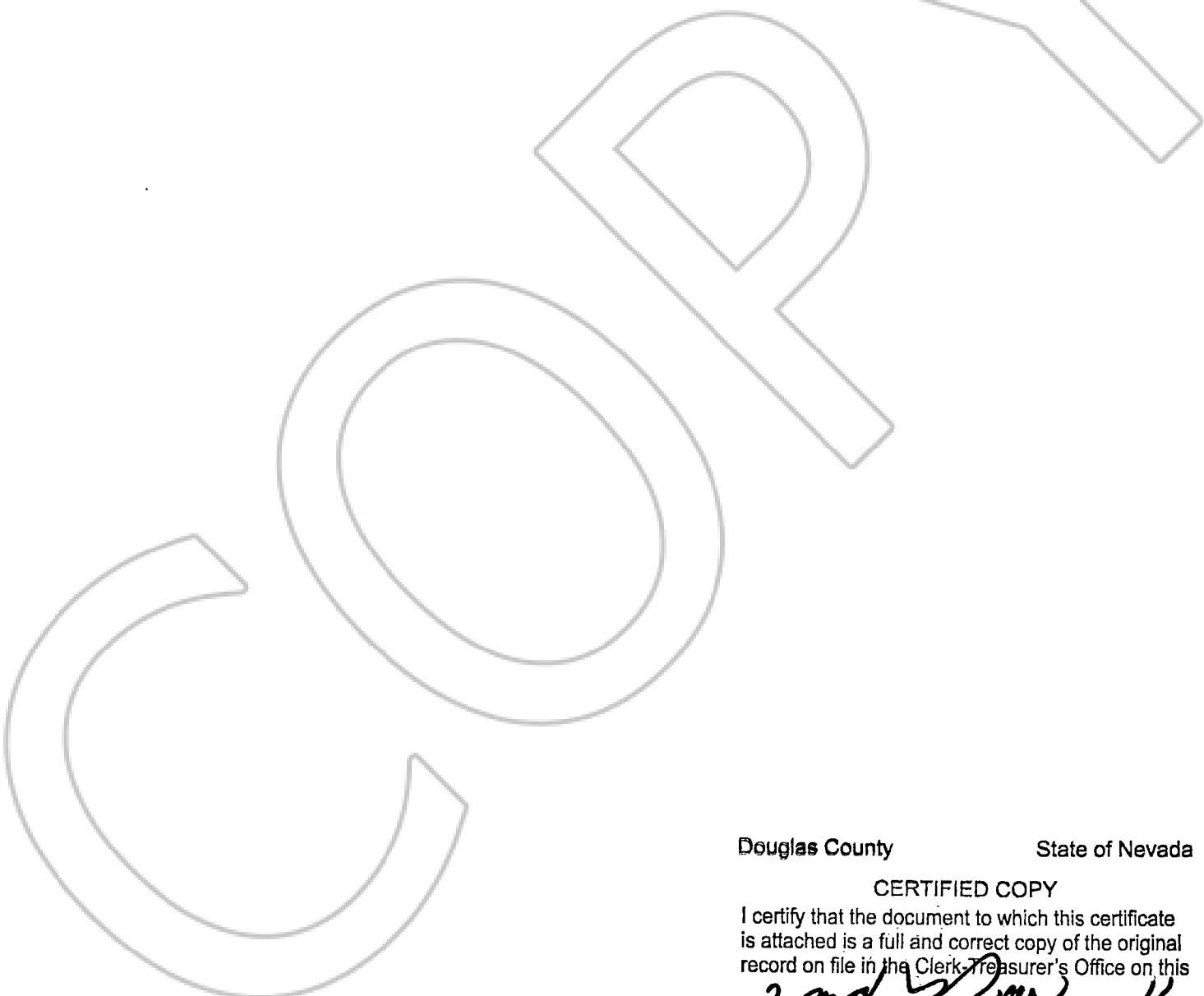
The Tahoe RCD would enter into Interagency Agreements from January 1, 2017 through December 31, 2018 with six partnering jurisdictions including El Dorado County, Placer County, the City of South Lake Tahoe, Douglas County, Washoe County, and the Nevada Department of Transportation. Jurisdiction funding of the stormwater monitoring program will be used as SNPLMA match, a requirement of these grant funds. The contracts will outline the responsibilities of the Tahoe RCD and the deliverables they are required to complete in order to keep the California jurisdictions in compliance with their NPDES permits and the Nevada jurisdictions in compliance with their Interlocal Agreements as they relate to stormwater monitoring. In addition to the controls provided by this contract structure, additional project oversight will be provided by the Implementer's Monitoring Program (IMP) of SWQIC to ensure that the monitoring program is progressing successfully. The IMP will also review related documents and provide guidance to the Tahoe RCD as needed.

BIBLIOGRAPHY

Final Lake Tahoe Total Maximum Daily Load. Nevada Division of Environmental Protection. August 2011.

Lake Tahoe Regional Stormwater Monitoring Program Framework and Implementation Guidance Document. Tahoe Resource Conservation District. March 2015.

Quality Assurance Program Plan, Tahoe Regional Stormwater Monitoring Program. Division of Hydrologic Sciences, Desert Research Institute and Tahoe Environmental Research Center, University of California, Davis. May 10, 2011.



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

2nd day of July, 2016
By [Signature] Deputy