

Assessor's Parcel Number: N/A

Date: DECEMBER 21, 2018

Recording Requested By:

Name: COURTNEY WALKER, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00084595201809238910120125

KAREN ELLISON, RECORDER

INTERLOCAL CONTRACT #2018.247
(Title of Document)

FILED

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2018 DEC 20 AM 10: 25

DOUGLAS COUNTY
CLERK
BY: [Signature] DEPUTY

INTERLOCAL CONTRACT FOR SERVICES

A CONTRACT BETWEEN DOUGLAS COUNTY
P.O. Box 218
MINDEN, NV 89423

AND

TAHOE RESOURCE CONSERVATION DISTRICT
870 EMERALD BAY ROAD
SOUTH LAKE TAHOE, CA 96150

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

WHEREAS, the Parties are each 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 Tahoe RCD is authorized by the laws of the State of California to perform or undertake governmental functions and responsibilities as separate legal entities; and

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

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. The Contract will become effective on January 1, 2019 and shall continue until December 31, 2019, unless terminated in accordance with Paragraph 6 of the Contract.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor shall have the status of an independent contractor and that this Contract, by explicit agreement of the

Parties, incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the Parties, including that Contractor is not an employee of the County and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

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, the 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, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that the Contractor has made the following written request to Contractor's insurer:

Tahoe RCD has entered into a contract with Douglas County to perform work from January 1, 2019 to December 31, 2019 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 required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain 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 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 Scope of Work ("Scope"), and incorporated by this reference.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in Paragraph 4 at a total cost not to exceed forty-four thousand Dollars (\$44,000) (the "Contract Price"). In addition, County agrees to reimburse the Contractor for travel expenses as requested for mileage directly related to stormwater quality monitoring, up to a maximum of five hundred Dollars (\$500). County does not agree to reimburse for per diem allowances. Unless Contractor has received a written exemption from the County, Contractor shall submit quarterly 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 quarter 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 under this 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 under this Contract between the Parties shall not exceed those monies appropriated and approved by the County for this Contract for the then current fiscal year under the Local Government Budget Act. This Contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate the necessary funding.

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

8. CONSTRUCTION OF CONTRACT. This Contract shall 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. 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 this 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 this 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 this Contract shall 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 remain the property of the 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 uses other than this project.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall 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 of 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 and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This Contract and the attached Exhibit "A" constitute the entire Contract and understanding between the Parties and may only be modified by a written amendment signed by both 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: Stormwater Program Manager
1120 Airport Road Building F-2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6480

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

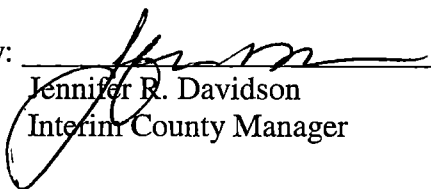
22. CONFORMITY WITH COUNTY POLICIES. The Contractor is entering into a Contract with the County and will comply with the policies and requirements of Douglas County Community Development Department, Douglas County Code and Nevada Department of Environmental Protection that have been provided to the Contractor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

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

Tahoe Resource Conservation District
A California Conservation District

By:  12/11/18
Nicole Cartwright, Executive Director (Date)
Tahoe Resource Conservation District

DOUGLAS COUNTY

By:  12/13/18
Jennifer R. Davidson (Date)
Interim County Manager

Implementers' Monitoring Program
component of the
Regional Stormwater Monitoring Program

Stormwater Compliance Monitoring
Scope of Work

January 1, 2019 – December 31, 2019

Submitted by:

Tahoe Resource Conservation District

Submitted to:

El Dorado County

Placer County

City of South Lake Tahoe

Douglas County

Washoe County

Nevada Department of Transportation

Introduction

This scope of work has been designed to fulfill the regulatory requirements of the California National Pollutant Discharge Elimination System (NPDES) permits issued by the Lahontan Regional Water Quality Control Board to the City of South Lake Tahoe, El Dorado County and Placer County and the Nevada Interlocal Agreements (ILAs) between the Nevada Division of Environmental Protection and Washoe County, Douglas County, and the Nevada Department of Transportation for the 2017-2021 term. All data will be collected in a manner consistent with Regional Stormwater Monitoring Program (RSWMP) protocols as outlined in the RSWMP Framework and Implementation Guidance document (FIG).

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 quarterly 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

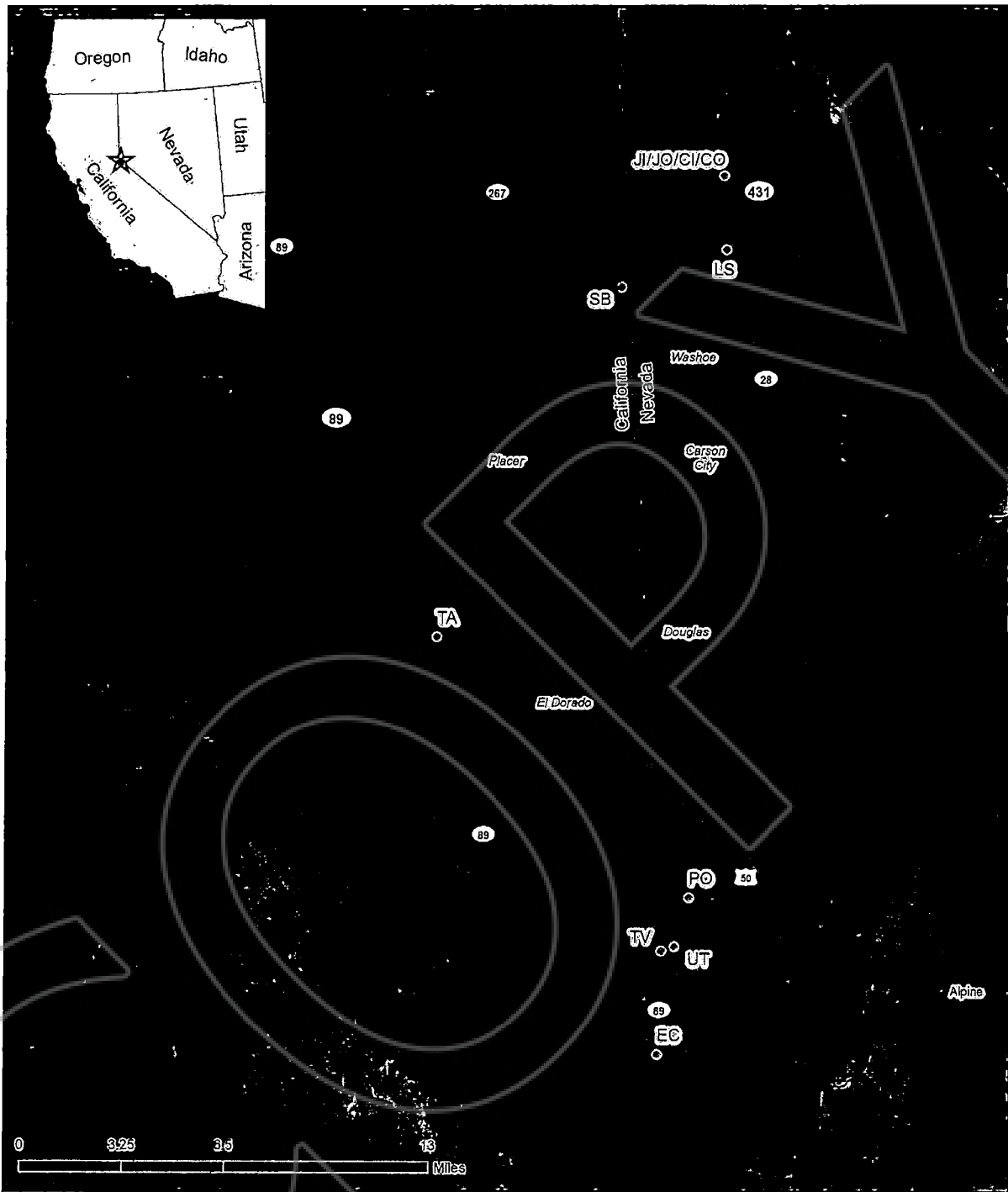
- Quarterly progress reports
- Quarterly invoices

Task 2: Stormwater Monitoring

This task includes project management, staff coordination, site management, stormwater monitoring, assistance with Tahoe TMDL compliance and/or planning, and analysis and reporting of collected data.

Project management duties include 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.

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



- Monitoring Sites
- ◆ Meteorological Stations
- ▭ States
- ▭ Counties
- Roads



Figure 1: Network of stormwater monitoring sites. JI/JO/CI/CO: SR431, IV: Incline Village, SB: Speedboat, TA: Tahoma, TV: Tahoe Valley, UT: Upper Truckee, EC: Elk's Club, and PO: 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).

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). The DMS enables remote access to monitoring sites and is fully integrated, taking data from the point of collection through to reporting. It performs statistical analyses through preset routines, and reports status and trends consistently according to preset templates.

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 2 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 3: Professional Services

Tahoe RCD will use sub-contractors to ensure that proper site maintenance, equipment installation and repair as needed, other activities associated with keeping monitoring sites functioning effectively, and proper data collection, storage, management, analysis and reporting through the DMS continue uninterrupted.

Task 4: Sample Analysis

Flow-weighted sample composites will be delivered to analytical labs capable of performing the required analyses. Samples will be analyzed for five 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 (NO_3+NO_2) (required for calculation of TN).

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

Task 4 Deliverables

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

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, 2019 to December 31, 2019 to provide continuous stormwater monitoring and reporting services.

Activities include stormwater monitoring for the last nine months of water year 2019 and the first three months of water year 2020. Tahoe RCD will also conduct stormwater data analysis and produce the annual report for water year 2018 as well as initiate data analysis (but not produce a complete report) for water year 2020.

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

21st day of August, 2019

By [Signature] Deputy