

Recorder's Office Cover Sheet

Recording Requested By:

Name: Courtney Walker

Department: Public Works



KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

INTERLOCAL CONTRACT FOR SERVICES

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

FILED
NO. 2022.133
DATE 10/30/22
DOUGLAS COUNTY CLERK
MINDEN, NV
BY AL DEPUTY

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") and the Tahoe Resource Conservation District (Tahoe RCD), a California 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 July 1, 2022 and shall continue until June 30, 2025 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. 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 July 1, 2022 to June 30, 2025 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.

Douglas County's liability coverage will not extend to the Contractor the status of an insured and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be

sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

4. SERVICES TO BE PERFORMED. The Parties agree that Contractor will perform all Lake Tahoe Stormwater Compliance Monitoring that is required pursuant to the Interlocal agreement between The Nevada Department of Environmental Protection and Douglas County, included as Exhibit "C." The specific tasks are more particularly set forth in the attached Exhibit "A," which is incorporated by this reference.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 5 at a total cost (for the three-year period) not to exceed one-hundred and thirty-nine thousand, one hundred and sixty-nine dollars (\$139,169) (the "Contract Price"). The total cost for the period of July 1, 2022-June 30, 2023 shall not exceed \$40,670; the total cost for the period of July 1, 2023-June 30, 2024 shall not exceed \$47,785; the total cost of the period of July 1, 2024-June 30, 2025 shall not exceed \$50,714. 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 for expenses set forth in Exhibit "B." 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, a cumulative total for the current fiscal year, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. Either party may terminate the Contract without cause, provided only that a termination shall not be effective until 90 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. To the furthest extent permitted by California law, this Contract shall be construed and interpreted according to the laws of the State of Nevada and the laws of the State of California, applying whichever is more stringent. Wherever in this contract Nevada law is expressly referenced, such reference shall be deemed to incorporate by reference the applicable law of California relating to the subject matter thereto to the extent that such is more stringent than Nevada law and applicable to the Contractor. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibits, B and C. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit C, then A, then B. 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 one of the following courts for which venue is proper: the US District Court for the District of Nevada located in Reno, Nevada; the United States District Court for the District of Eastern California, located in Sacramento, California; the Superior Court of California for the County of El Dorado; and Douglas County District Court.

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 to the extent arising from the active negligence or willful misconduct of Contractor in 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. Any additional work incorporated into the Contract will be billed at the rates set forth in Exhibit "B," hereto.

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, which have been available to the Contractor prior to the Effective Date.

23. LICENSING. The Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

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:  21 June 2022
Carl Ribaldo, Board President (Date)
Tahoe Resource Conservation District

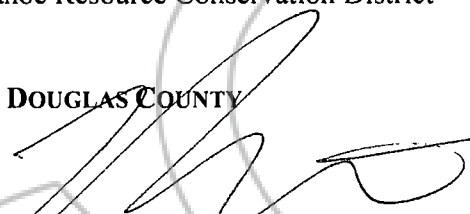
DOUGLAS COUNTY

By: _____
Patrick Cates, Douglas County Manager
As authorized by the BOCC in public meeting on _____

Exhibit A

Implementers' Monitoring Program
component of the
Regional Stormwater Monitoring Program

Stormwater Compliance Monitoring

Scope of Work

July 1, 2022 – June 30, 2025

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

California 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, Placer County, and the California Department of Transportation (Caltrans) 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 2022-2027 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.

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 least six catchment outfall sites and at least two BMP sites using automated samplers. The catchment outfall sites that have previously been monitored include Lakeshore (LS), Incline Village (IV), Speedboat (SB), Tahoe City (TC), Tahoma (TA), Tahoe Valley (TV), Upper Truckee (UT), and Pasadena (PO) (Figure 1). The BMP sites include Pasadena (PI/PO), Rubicon (RI/RO), SR431 (JI/JO/CI/CO) and Elk's Club (Figure 1). Representatives to the Implementers' Monitoring

Program (IMP) may adjust these sites prior to the commencement of a given water year in coordination with Tahoe RCD.

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).

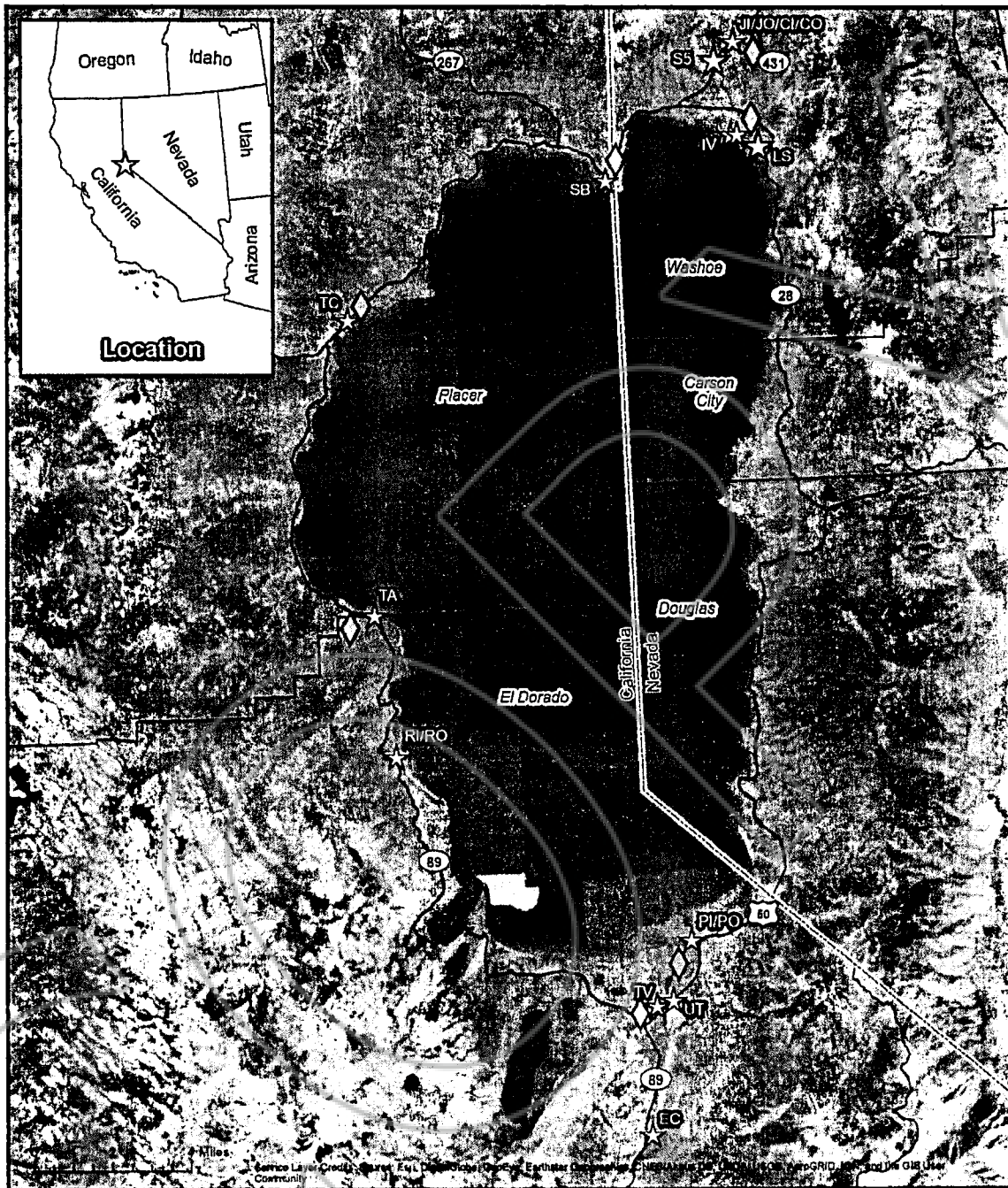
Quality Control measures presented in the RSWMP Quality Assurance Project Plan (QAPP 2011) will be incorporated into the standard operating procedures for stormwater monitoring and sample analysis; this includes collection of control samples at no less than the recommended rate of 10%.

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



- ★ Stormwater Monitoring Locations
- ◇ Meteorological Stations



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

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, sample analysis, and proper data collection, storage, management, analysis and reporting through the DMS continue uninterrupted.

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 3 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 BMP sites are used to assess the effectiveness of the chosen BMP in providing stormwater treatment to reduce nutrient and sediment loads. 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 July 1, 2022 to June 30, 2025 to provide continuous stormwater monitoring and reporting services.

Exhibit B - Budget

Six of seven jurisdictions that make up the Implementers' Monitoring Program (IMP) are entering into new contracts with Tahoe RCD beginning July 1, 2022 for continued stormwater monitoring in urban catchments to comply with California NPDES permit requirements and Nevada Interlocal Agreements. Placer County has already executed an agreement for 18 months beginning January 1, 2022. The budget for fiscal year 22/23 (July 1, 2022 – June 30, 2023) has already been locked in by Placer County and will be the same for the other six jurisdictions.

As in all prior years all budget line item expenditures are based on actual costs. In the event that prices go down or increased salary costs are not realized, those savings will be reflected in the balances of those line items. Budget line item percentage increases will be reevaluated at the end of the three years to determine what rate of increase is most appropriate moving forward.

The three year not-to-exceed amount is \$139,169.00 per jurisdiction. Please see Table 1 for details.

Table 1: Three year cost projection.

Task 1	Task 1: Grant Administration	Year 1 FY22/23 Per Jurisdiction	Year 2 FY23/24 Per Jurisdiction	Year 3 FY24/25 Per Jurisdiction
TRCD	Administrative Fee	\$ 5,305.00	\$ 9,557.00	\$ 10,143.00
Task 1	Task 2: Stormwater Monitoring			
Executive Director	Program oversight/management	\$ 1,465.00	\$ 1,539.00	\$ 1,616.00
Program Manager	Project planning, management; data collection, analysis, reporting, SRP	\$ 10,836.00	\$ 11,595.00	\$ 12,407.00
Program Specialist	Data collection, management, analysis, reporting	\$ 5,857.00	\$ 6,267.00	\$ 6,706.00
TRCD	Stormwater monitoring equipment insurance	\$ 220.00	\$ 231.00	\$ 243.00
Verizon	Wireless Service for DMS	\$ 586.00	\$ 616.00	\$ 647.00
TRCD	Site visits (mileage, vehicle fees, transportation)	\$ 293.00	\$ 308.00	\$ 324.00
Vendors	Monitoring equipment, supplies, maintenance, repairs, shipping	\$ 3,222.00	\$ 3,448.00	\$ 3,690.00
Task 1	Task 3: Professional Services			
NTCD	Data collection	\$ 732.00	\$ 769.00	\$ 808.00
DRI	Data Management System (web hosting, maintenance)	\$ 2,562.50	\$ 2,691.00	\$ 2,826.00
Geosyntec	Data Management System (web hosting, maintenance)	\$ 2,562.50	\$ 3,383.00	\$ 3,553.00
UC Davis	Monitoring site installation, maintenance, data collection, PSD analysis	\$ 5,418.00	\$ 5,689.00	\$ 5,974.00
HSWL	Total and dissolved nutrient analysis	\$ 1,611.00	\$ 1,692.00	\$ 1,777.00
	Total	\$ 40,670.00	\$ 47,785.00	\$ 50,714.00
	Total 3 year NTE	\$ 139,169.00		

Exhibit C

INTERLOCAL AGREEMENT

TO IMPLEMENT THE

LAKE TAHOE TOTAL MAXIMUM DAILY LOAD

Water Years 2022-2026

WHEREAS, Lake Tahoe is one of the rare large alpine deepwater lakes in the world with unique transparency, color and clarity, and is designated a Water of Extraordinary Aesthetic or Ecologic Value by the State of Nevada;

WHEREAS, degradation of Lake Tahoe's water quality threatens its ecological functions and its value as an outdoor recreational resource, international tourism attraction, and economic asset;

WHEREAS, stormwater runoff from urban land uses is the largest source of pollutant loads that impairs Lake Tahoe water quality and the management and control of storm water runoff provides the principal opportunity to control these pollutants;

WHEREAS, to restore Lake Tahoe's water quality and clarity to acceptable levels, the United States Environmental Protection Agency (USEPA) approved the Lake Tahoe Total Maximum Daily Load (TMDL) in August 2011. Pursuant to NRS 445A.580, the Lake Tahoe TMDL is a component of the planning process established for restoring impaired water bodies in Nevada, which the Parties believe may be more effectively achieved through the cooperative implementation of water quality improvement actions as opposed to a regulatory permit;

WHEREAS, the Parties are public agencies as defined in NRS 277.100(1)(a);

WHEREAS, NRS 277.110(2) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action under the provisions of NRS 277.080 to 277.170, inclusive;

WHEREAS, the Parties agree to work together in good faith using a collaborative approach to implement the Lake Tahoe TMDL on a feasible schedule;

NOW, THEREFORE, the Parties hereby execute and abide by the terms and conditions contained within this Interlocal Agreement (Agreement).

I. PARTIES & ROLES

- A. The *Parties* to this Agreement are Douglas County (County) and the Nevada Division of Environmental Protection (NDEP). Herein, these entities shall be collectively referred to as the *Parties*. Any singular entity may be referred to as *Party*. The term *Urban Implementing Partners* refers collectively to the TMDL- implementing entities: Washoe County, Douglas County and the Nevada Department of Transportation (NDOT).
- B. The County will serve as the lead entity for all undertakings related to the planning, execution, financing and coordination of implementation, tracking and reporting of urban load reduction actions within its jurisdiction. The County will communicate, coordinate and cooperate with public and private entities, including other Urban Implementing Partners, in cases where joint management actions are desirable or beneficial. It may be necessary to establish formal agreements with applicable participatory public and private entities to achieve the Purpose (Section III) of this Agreement. At the County's request, NDEP will actively participate in the coordination and establishment of such agreements.
- C. In lieu of issuing a regulatory permit to achieve the goals established for the Lake Tahoe TMDL, NDEP will oversee implementation of the Lake Tahoe TMDL within the State of Nevada via this Agreement while it remains in effect. NDEP will continuously improve and adaptively manage, in a transparent and inclusive manner, programs, policies, and protocols necessary to track, report, evaluate, and demonstrate incremental progress towards achieving the goals established by the TMDL.

II. BACKGROUND

- A. The Federal Clean Water Act requires states to adopt standards to protect beneficial uses designated for waterbodies and to monitor and assess these waters for impairment. Assessment of Lake Tahoe monitoring data prompted its initial listing on Nevada's 2002 List of Impaired Waterbodies for non-attainment of the clarity standard and impairment of the Water of Extraordinary Aesthetic or Ecologic Value beneficial use designation.
- B. Non-attainment of water quality standards requires the development of restoration plans called Total Maximum Daily Loads under the federal Clean Water Act. The Nevada Division of Environmental Protection (NDEP) collaborated with the California Lahontan Regional Water Quality Control Board (Lahontan Water Board) for more than a decade to develop the Lake Tahoe TMDL to address Lake Tahoe's degraded clarity. The USEPA approved NDEP's TMDL on August 16, 2011.
- C. The overarching goal of the TMDL is to return Lake Tahoe to its historic annual average deepwater clarity of 97.4 feet (Numeric Target). The TMDL also established an interim goal termed the "Clarity Challenge" that, when achieved, is anticipated to indicate reversal of the historic declining clarity trend. It is expected that achieving the 15-year

pollutant load reduction milestone in 2026, will result in an annual average clarity of 78 feet as measured over the period from 2026-2031.

- D. The TMDL identified fine sediment particles (FSP), total phosphorus (TP) and total nitrogen (TN) as the pollutants of concern for deepwater clarity. Each controls the distance that light is able to penetrate into the water column. However, the light scattering effect of FSP less than sixteen micrometers in diameter (<16 µm) was determined to exhibit a greater influence on clarity.
- E. The TMDL analysis indicated that achieving the TMDL goal is possible with substantial pollutant load reductions from the urban stormwater source category. Stormwater runoff from urban land uses is the largest loading source of FSP and phosphorus to the Lake and also the greatest opportunity to reduce loadings of these pollutants. Broader application of conventional urban stormwater treatment will be beneficial; however, implementation of innovative and advanced pollutant controls are likely necessary to meet TMDL goals. Examples include: alternatives to roadway abrasives applications, advanced roadway sweeping practices and equipment, and enhanced stormwater treatment using biological or chemical processes.
- F. The TMDL establishes five-year pollutant load reduction milestones for the urban stormwater source category as indicated in Table 1, assuming that global climate change, catastrophic events, economic factors, and/or other unavoidable constraints do not adversely affect progress.

Table 1. (Top) Urban stormwater pollutant load reduction milestone schedule established by the Lake Tahoe TMDL. Shading represents the timeframe under this agreement. MS = milestone; Year = water year in which milestone ends (September 30 of indicated year); FSP = Fine Sediment Particles; TP = Total Phosphorous; TN = Total Nitrogen. Percent reductions are from jurisdiction baseline values shown in Table 2.

Five-year Pollutant Load Reduction Milestone Schedule													
MS	5 yr	10 yr	15 yr	20 yr	25 yr	30 yr	35 yr	40 yr	45 yr	50 yr	55 yr	60 yr	65 yr
Year	2016	2021	2026	2031	2036	2041	2046	2051	2056	2061	2066	2071	2076
FSP	10%	21%	34%	38%	41%	45%	48%	52%	55%	59%	62%	66%	71%
TP	7%	14%	21%	23%	26%	28%	31%	33%	36%	38%	41%	44%	46%
TN	8%	14%	19%	22%	25%	28%	31%	34%	37%	40%	43%	46%	50%

Table 2. Douglas County baseline pollutant loads provided in WY 2020 Stormwater Program Annual Report.

Pollutant	FSP	TP	TN
Douglas County baseline load (#/yr)	98,688	410	1586

- G. The Lake Clarity Crediting Program (LCCP) was developed jointly by NDEP and Lahontan Water Board to define standardized protocols for the comprehensive and consistent quantification, tracking and reporting of load reduction actions taken by local governments and state transportation agencies. The program incentivizes Urban Implementing Partners to implement priority controls to meet load reduction targets and provides accountability for the expenditures of public funds on such actions.

III. PURPOSE

The purpose of this Agreement is to formally establish a commitment by each signatory Party to make a collective effort to restore and protect Lake Tahoe's clarity. In identifying the actions and responsibilities of each Party, this Agreement provides the framework for the successful implementation of the Lake Tahoe TMDL, and the attainment of the goals set forth therein, on a feasible schedule. Inherent in the use of this agreement-based approach is the acknowledgement that implementation success is, in part, dependent upon the establishment of a process which cultivates collaboration and cooperation between the County and NDEP.

This Agreement outlines goals, commitments, and actions which the Parties agree to pursue in good faith. The Parties understand and agree that, based on all relevant facts and circumstances, if the cooperative approach on which this Agreement is based is unsuccessful in achieving the intended outcomes, NDEP may at any time re-evaluate whether a more regulatory approach to achieving TMDL implementation is warranted.

IV. COMMITMENTS & ACTIONS

The Parties hereby commit to implement the following actions, and abide by the following conditions:

A. Pollutant Controls

1. The County will prepare and maintain a Stormwater Load Reduction Plan (SLRP) that specifies the priority list of pollutant control actions and projects the County has registered, and anticipates registering, through the LCCP (Section IV.B) to meet the credit milestones and targets contained in Table 2. The Parties acknowledge that planning beyond the term of the agreement is needed to ensure future load reduction targets will be met. The SLRP shall be maintained as a five-year schedule that is updated and reported as a component of the Annual Stormwater Program Report (Section IV.D).
2. The County will implement, operate, inspect, and maintain the pollutant controls identified in the SLRP according to the schedule indicated. The County will oversee and coordinate financing for all aspects of pollutant control implementation including planning and design, construction, and activities related to LCCP participation. The County, as an implementing entity, will pursue self-funded and external funding sources to implement the SLRP. The County acknowledges and accepts the responsibility to fund operations and maintenance of the pollutant controls implemented.
3. The Parties acknowledge the implementation of pollutant controls is contingent upon available funding. Should funding allocations be insufficient to implement pollutant

controls according to indicated schedule, the County and NDEP will work together in an attempt to identify and implement a mutually acceptable solution.

B. Lake Clarity Crediting Program (LCCP)

1. The County will participate in the LCCP. The County will register and verify pollutant controls in accordance with the protocols specified in the current LCCP Handbook version. Improvements to LCCP protocols or tools will not require adjustments to load reduction estimates or credit schedules of registrations in effect at the time such programmatic changes are made.
2. NDEP will administer the LCCP in accordance with the LCCP Handbook. County implementation progress will be measured, tracked and assessed in accordance with the protocols contained in the LCCP Handbook. Credits will be awarded to the County for the continued implementation and registration of ongoing, effective pollutant controls that reduce pollutant loads to Lake Tahoe.
3. The County will strive to achieve the five-year credit milestones (milestones) and intermediate annual credit targets (targets) established in Table 2. Attainment of the five-year credit milestones will demonstrate accomplishment of the FSP load reduction milestones established by the TMDL and should result in commensurate nutrient load reductions shown in Table 3.
 - a. Annual credit targets established for intermediate years are guidelines used for the purpose of demonstrating incremental progress toward attaining five-year milestones and will not be used to determine compliance with this agreement on an annual basis.

Table 3. Five-year credit milestones (bold) and intermediate annual credit targets and corresponding fine sediment particle and nutrient load reductions. The 2021 credit milestone has been carried over from the 2016-2021 Interlocal Agreement. Credit targets and milestones 2022 through 2026 are based on updated FSP baseline load estimate shown in Table 2.

Five-year Milestones & Annual Intermediary Targets						
Water Year	2021	2022	2023	2024	2025	2026
Credits	101	101	101	135	135	167
FSP	21%	21%	21%	27.5%	27.5%	34%
TP	14%	14%	14%	17.5%	17.5%	21%
TN	14%	14%	14%	16.5%	16.5%	19%

- b. The County may propose an alternate schedule of intermediate credit targets that are better aligned with planned implementation activities and include updates to the intervening goals in the Stormwater Program Annual Report. In general, the parties agree that there is substantial flexibility in the Annual Intermediary Targets provided that the five-year milestones are met as scheduled.

4. The County will assess the condition of registered pollutant controls in accordance with the LCCP Handbook. The County, or a qualified third party conducting the condition assessment observations on its behalf, will coordinate with NDEP at least one week prior to any field assessments and invite NDEP to participate. If NDEP staff are unavailable, assessments may be completed without their presence. When joint inspections are performed, the County and NDEP will attempt to agree on the measurements to be recorded. The Parties retain the option to record different results if agreement on observations cannot be reached.
5. NDEP, jointly with Lahontan Water Board, will manage the LCCP adaptively through the TMDL Management System, a transparent and inclusive program improvement process. Any modifications or alterations to LCCP tools and/or protocols will be accomplished in accordance with the procedures described in the TMDL Management System Handbook.

C. Stormwater Monitoring

1. The County will implement, either individually or collaboratively, a stormwater monitoring program. At the time of execution of this agreement, Nevada and California Urban Implementing Partners are involved in a collaborative effort to carry out the Implementers Monitoring Program (IMP). Continued implementation of the approved IMP over the term of this agreement (Section V) shall fulfill the County's commitment.
2. The County or its authorized representative will develop and submit an annual electronic report to NDEP for approval that presents, summarizes, and interprets the results of the data collected during the previous water year (October 1 – September 30). The monitoring report is due on March 30 each year.
3. Within 30 days of receipt, NDEP will provide written notification of acceptance or refusal of the monitoring report. If refused, NDEP will provide a list of items to be resolved for the monitoring report to gain acceptance. The County or its authorized representative will address comments within 30 days and resubmit the monitoring report for NDEP acceptance. NDEP will work with the County and/or its authorized representative to resolve any remaining unsatisfactorily addressed comments within a timeframe agreed upon by the Parties.
4. The County, or its authorized representative, may submit proposed adjustments to the approved IMP. NDEP will consider and, within 30 days of receipt, provide written notification of acceptance or refusal of the proposal. NDEP will work with the County toward a mutually agreeable resolution of the issue prompting the proposed adjustment.
5. The Parties acknowledge the scale of the stormwater monitoring program is contingent upon available funding and budget allocations as determined by the governing boards of the Nevada and California Urban Implementing Partners. Should funding allocations become insufficient to implement the approved monitoring plan, an evaluation will be performed to identify where efficiencies may be gained and how the monitoring plan

may be scaled to better align with the available level of funding while retaining a minimum level of scientific creditability.

D. Stormwater Program Annual Report

1. Each year by March 15, the County will submit to NDEP for acceptance an annual report summarizing the County’s stormwater program progress, activities, and accomplishments during the previous water year (October 1-September 30). The report shall also document upcoming and planned actions and projects the County anticipates registering (a) to meet the annual credit targets and five-year milestones identified in Table 3; and (b) over a five-year planning horizon to meet the anticipated annual credit targets and milestone for the 2027-2031 period (Table 4).

Table 4. Anticipated credit targets and milestone for the 2027-2031 period to be used for the five-year planning horizon in the fiscal analysis.

2027-2031 Anticipated Annual Targets & Five-Year Milestone					
Water Year	2027	2028	2029	2030	2031
Credits	167	167	177	177	187
FSP load reduction	34%	34%	36%	36%	38%

2. The report will include the following information:
 - a. Accomplishments Summary – the report shall summarize annual progress towards meeting Table 2 credit targets/milestones, including registered catchments and associated credit declarations. If progress is insufficient to meet any credit milestone, an explanation of causes or conditions for the shortfall shall be provided, as well as any modifications to the approach that will ensure the next five-year milestone is met.
 - b. Stormwater Load Reduction Plan (SLRP) – the report will specify the priority list of pollutant controls the County anticipates registering through the Crediting Program over a five-year planning horizon to meet Table 4 anticipated credit targets. Specific content shall include, but is not necessarily limited to the following information:
 - i. A description, geographic location information and timeline of the pollutant controls to be implemented;
 - ii. The estimated load reduction/credit potential associated with implementation of the pollutant controls;
 - iii. Any proposal to update the intermediate credit target schedule that better aligns with planned implementation activities.

- c. Fiscal Analysis – an estimate of the costs to administer the County’s Tahoe stormwater program and that addresses how pollutant controls are proposed to be implemented, operated, and maintained.
 - i. Budget – an estimate of the total and annualized expenditures necessary to operate and maintain implemented and registered pollutant controls, as well as to design, construct, implement, operate, register, assess, and maintain pollutant controls contained in the five-year SLRP.
 - ii. Finance Plan – identifies and describes anticipated and/or targeted funding sources and/or finance mechanisms to cover the costs associated with the budget estimate. The plan shall identify where financing is inadequate to cover the estimated budget, as well as a discussion of any financing mechanisms that may be explored to allay an identified finance gap.
 - d. Baseline discrepancies – the report will provide a tabular summary of registered catchments that tracks and reports the differences in fine sediment particle loading results between the catchment-specific baseline loading estimate performed for the jurisdictional baseline load analysis and baseline scenario conducted for the purposes of registration. This information will be used to update the schedule of annual credit targets and five-year milestones contained in the 2027-2031 Interlocal Agreement.
3. Within 30 days of receipt, NDEP will provide written notification of acceptance or refusal of the Stormwater Program Annual Report. If refused, NDEP will provide a list of items to be resolved for the report to gain acceptance. The County may address comments and resubmit the report within 30 days. NDEP will work with the County to resolve any remaining unsatisfactorily addressed comments within a timeframe agreed upon by the Parties. If the Parties are unable to arrive at a mutually agreeable Annual Report, then either Party may terminate this agreement upon 90 days written notice to the other.

V. TERM & UPDATE

The term of this Agreement shall terminate on September 30, 2026. As the anticipated timeframe to achieve the TMDL numeric target is the year 2076, if the Parties fail to approve and execute a renewal of this Agreement, with or without any amendments prior to the termination date, then the Parties agree to use best efforts to comply with the terms and conditions of this Agreement until a subsequent agreement is approved and executed by the Parties. If the Parties fail to approve and execute a subsequent agreement, with or without any amendments prior to the expiration date, then the Parties agree to adhere to the terms and conditions of this Agreement until a subsequent agreement is approved and executed by the Parties. If after 6 months of the termination date the agreement has not been renewed, NDEP may pursue issuance of a stormwater permit.

VI. MODIFICATION

At any point during this term, the Agreement may be modified with the consent in writing of all signatory Parties. Modifications to the Agreement will not result in a change to, or extension of, the initial term (Section V).

VII. EVALUATION & CONTINGENCY

1. NDEP will evaluate the performance of the County and make a determination of whether the commitments set forth in this Agreement are in good faith being met, or whether there exist other causes preventing performance. Factors that will be considered in the evaluation of performance and/or the need to act on a contingency include but are not limited to: attainment of five-year credit milestones; the degree to which a target is not met; the County's good faith attempt to perform any commitments; changes or modifications to the LCCP Handbook and/or process that significantly affect the County's planning or implementation ability; economic/budget constraints, feasibility or availability of funding sources, or other impediments; and past performance.
2. If the non-compliance or non-cooperation of a General Improvement District (GID) or other third party (which may include without limitation a GID's failure to perform maintenance or refusal to compensate the County for performing maintenance on its behalf) is identified as a cause preventing the County's performance under this Agreement, then NDEP will assist the County in obtaining the GID's compliance. Should the GID continue to refuse to cooperate, then this agreement will be either (1) renegotiated to remove any compliance targets incorporating the roadways, stormwater, or other facilities within the jurisdiction of the GID,¹ or (2) terminated upon 30 days written notice by either party.
3. If NDEP determines the County has failed to perform its commitments under this Agreement and such failed performance has not been caused by the regulatory action of NDEP itself or by the actions or inactions of another party, NDEP will consider and evaluate the need to implement a more regulatory approach, including but not limited to issuance of a permit. In no event will such failed performance result in liability, loss or penalty other than NDEP's regulation through issuance of a stormwater permit.
4. If lack of available funding or insufficient budget allocations are identified as a primary factor limiting the County's performance or causing the failure of performance and the attainment of credit targets or any other commitment under this Agreement, NDEP may consider extending the implementation timeframe through modification to the load reduction milestone schedule.

¹ By way of example, the Parties note that Kingsbury Grade General Improvement District has jurisdiction over 22 miles of roadway. Any FSP load (and associated reduction targets) attributed to those miles under this agreement may be separated out.

5. NDEP will annually evaluate the effectiveness of this Agreement. If the Agreement is determined to be ineffective at achieving its intended purpose, NDEP will consult with the County to determine the reasons for its ineffectiveness and develop recommendations for subsequent revisions to this Agreement.

VIII. TERMINATION

If any Party fails without adequate cause, excuse or justification to abide by any material term of this Agreement, the non-violating Party may give the violating Party a 30-day written notice to cure such failure. Failure to cure shall constitute a breach of this Agreement. If the County is the breaching party, NDEP may then give notice of termination of this Agreement and pursue issuance of a stormwater permit.

IX. FUNDING OUT

Notwithstanding any other provision herein, as required by NRS 244.320 and NRS 354.626, the Parties acknowledge that the participation of the County in this Agreement is contingent upon the appropriation of public funds to support the commitments and activities described herein and that the Agreement will terminate if the appropriation of funds does not occur. In this event, immediate written notice of termination will be given and this Agreement shall terminate without penalty, expense or sanction to the County asserting the failure to appropriate public funds necessary to perform under this Agreement. If the Agreement terminates because of the County's failure to appropriate funds or its failure to obtain available funding resources necessary to perform the obligations under this Agreement, NDEP may then pursue issuance of a stormwater permit.

X. DISPUTE RESOLUTION

1. The Parties agree to work together in good faith to address and resolve any issues or dispute.
2. The LCCP Handbook contains the communication protocols to resolve disputes that may arise between NDEP and the County.
3. If an issue arises that is not related to the processes described in the LCCP Handbook, it will be handled by progressive elevation within each respective Party's management structure.
4. The NDEP Administrator is NDEP's final decision-making authority for any dispute.

XI. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the Agreement, and to that end the provisions of this Agreement are declared to be severable.

XII. RESERVATION OF RIGHTS

1. Nothing in this Agreement is intended to restrict the authority of any Party to act as provided by law, statute, or regulation.
2. This Agreement is not intended to, and does not create any right, benefit, or trust responsibility by any party against the Parties to this Agreement, their respective agencies, officers, or any person.
3. This Agreement is an internal agreement between the Parties and does not confer any right or benefit on any third person or party, private or public.

XIII. LIMITATIONS

Nothing in this Agreement shall be construed to require actions by the Parties which are inconsistent with local, State, or Federal laws and regulations or any court order.

XIV. EXECUTION IN COUNTERPARTS

The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which constitute only one agreement.

XV. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind the Parties hereto.

XVI. SIGNATORIES

Each undersigned representative to this Agreement certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.

DOUGLAS COUNTY REPRESENTATIVE

X Patrick Cates, County Manager
Name (Printed)



X [Handwritten Signature]
Signature

X 11/19/21
Date

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION REPRESENTATIVE

X Greg Lovato, Administrator
Name (Printed)



X [Handwritten Signature]
Signature

X 11/3/21
Date

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

30 day of June, 2022

By [Handwritten Signature] Deputy