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Item ID/Agreement #: DC-1102-2024



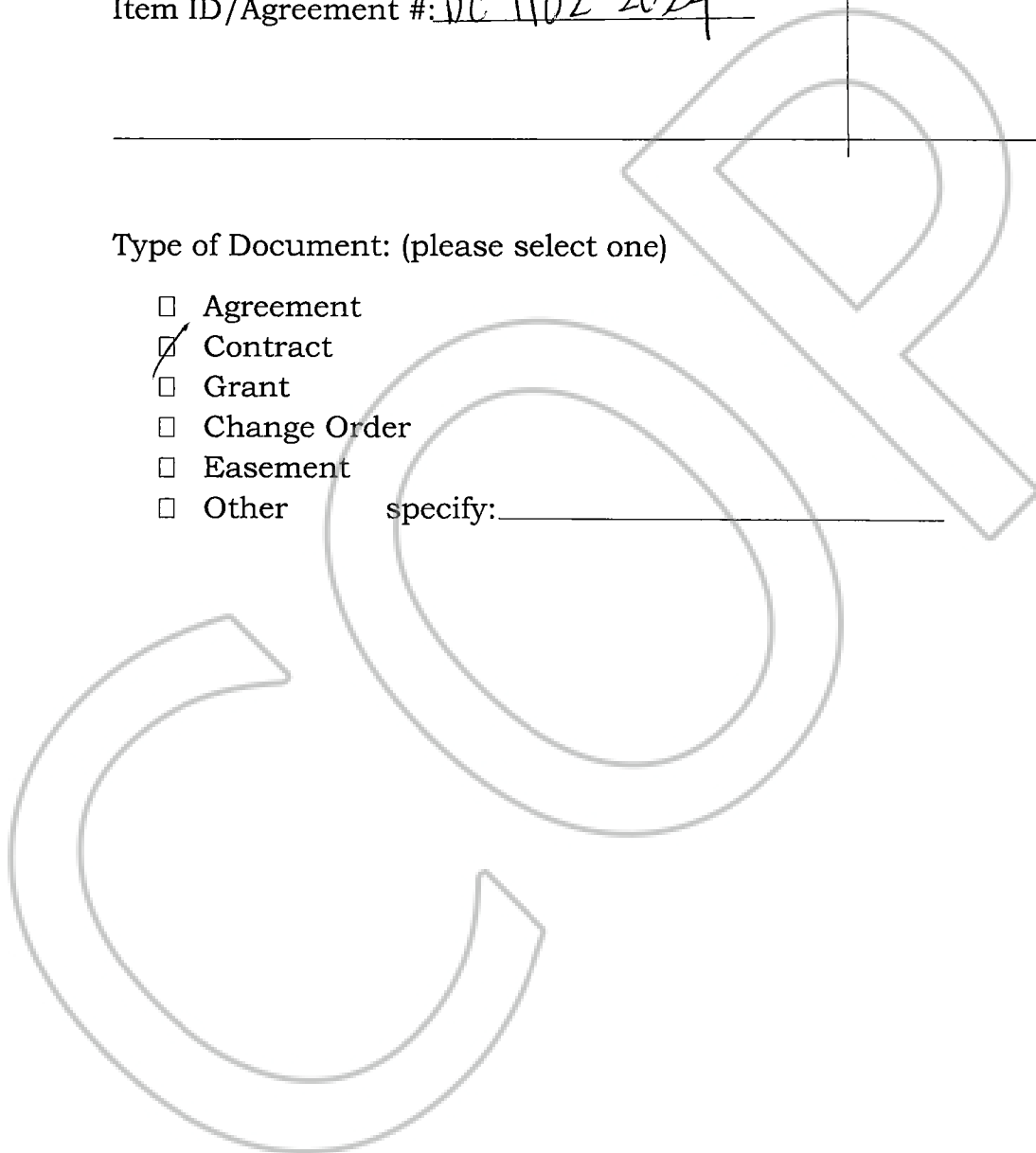
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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

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# CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN  
**DOUGLAS COUNTY, NEVADA**

AND

**NEVADA TAHOE CONSERVATION DISTRICT**

FILED  
NO. DC-1102-2024  
8/23/24  
DATE  
DOUGLAS COUNTY CLERK  
MINDEN, NV  
BY AL DEPUTY

This Contract for Professional Services (the “Contract”) is entered into by and between Douglas County, a political subdivision of the State of Nevada (the “County”), and Nevada Tahoe Conservation District (“NTCD” or “Contractor”). The 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 as defined in NRS 277.100; and

**WHEREAS**, NRS 277.180(1) and (3)(a) allow public agencies to contract with 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**, NTCD and County are each authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

**WHEREAS**, County and NTCD 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 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 July 1, 2024. Unless earlier terminated as set forth in this Contract, the terms of this Contract shall remain in effect until June 30, 2025, or until the Services to be Performed under Section 2 have been completed, whichever is earlier. Time is of the essence in this Contract.

**2. SERVICES TO BE PERFORMED.** The Parties agree that Contractor perform the following services: Assist the County in meeting their Lake Tahoe water quality requirements by pursuing the objectives described in Exhibit A.

The services to be provided are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Section 2 on a time and materials basis for a total cost not to exceed Fifty-Thousand Dollars

(\$50,000) (the "Contract Price"). 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 shall be submitted no later than fifteen (15) 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 maximum expected fee for the services and tasks set forth in Section 2. As a precondition to receiving any payment from the County, Contractor shall complete all required tax identification and vendor registration forms for the Douglas County Finance Department. Payment of uncontested fees will be made within thirty (30) days.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, its associates, employees and subcontractors shall have the status of independent contractors and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of Nevada Revised Statutes (NRS) 333.700, as necessarily adapted to the Parties, including that Contractor is not a Douglas County employee 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.
6. Unemployment compensation coverage provided by the County.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Contract.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Contract.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Contract, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required

by this Contract.

- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Contract.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**5. 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:

*Nevada Tahoe Conservation District has entered into a contract with Douglas County to perform services through approximately June 30, 2025 and requests that an 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  
Public Works – Stormwater Division  
ATTN: Stormwater Program Manager  
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.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- a. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- b. Is otherwise in compliance with those terms, conditions and provisions

**6. WARRANTY.** Contractor agrees and hereby provides, warrants and represents with respect to any services provided under this Contract that the services will be provided in a professional and workman like manner and in conformity with the professional standards for comparable services in the industry, and shall comply with the applicable specifications and requirements set forth in this Contract. This term shall not be construed as a limitation on any other remedies that might be available to the County.

**7. TERMINATION OF CONTRACT.** Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. County may terminate the contract without cause upon 30 days advanced written notice to Contractor, provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

**8. LICENSING.** Contractor agrees to maintain any required licenses and certifications to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract. Contractor shall promptly inform County of any claims or complaints made against Contractor (or any of its employees or agents who are engaged in work under this Contract) to any professional licensing board or of any investigations conducted by such boards; in this context, promptly shall mean as soon as possible, but in no event later than five business days after Contractor becomes aware of the claim, complaint or investigation.

**9. LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor. Without limiting Contractor's indemnification of County as described in Section 18, Contractor shall obtain and maintain at its own expense during the term of this Contract, policies of liability insurance of the type and amounts described below. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf.

The County and its elected officials, employees, agents, and volunteers shall be named as additional insureds under the policies required for all liability arising from Contractor's performance of work pursuant to this Contract. This provision shall also apply to any excess/umbrella liability policies. This insurance shall be primary to any insurance maintained by the County. County insurance shall not contribute to any judgment rendered against the County.

Prior to the commencement of any work under this Contract, Contractor shall provide to the County certificates of insurance with original endorsements of the following insurance coverage:

- a. **General Liability Insurance.** Contractor is required to acquire and maintain

general liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage 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.

- b. **Automobile Liability Insurance.** Contractor is required to acquire and maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- c. **Professional Liability (Errors and Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period of no less than three (3) years after completion of the Services required by this Contract

All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected officials, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County and shall require similar written express waivers and insurance clauses from each of its subcontractor(s).

Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by County shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements of specific coverage features, or limits contained in this Contract are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to County and approved in writing.

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policies shall not contain cross-liability exclusions.

Contractor agrees to ensure that its subcontractor(s), and any other party involved with the project who is brought onto or involved in the project by the Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Contract.

Any self-insured retentions must be declared to and approved by the County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Contractor shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work to be performed under this Contract.

**10. NON-APPROPRIATION.** 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.

**11. 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. The Contract Documents consist of this document, and Exhibit A. 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 A.

**12. DISPUTE RESOLUTION.** 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, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**13. 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.

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

**15. 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.

**16. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.



**17. 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.

**18. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify County and its elected officials, officers, attorneys, agents, employees, volunteers, successors, assigns and those County agents serving as independent consultants in the role of County officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants, or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitee's active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Contractor shall obtain executed indemnity agreements with provisions identical to those in this Contract from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Contract.

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Contract. The Indemnitees in this Contract shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against County.

The provisions of this Section shall survive the termination of this Contract. County may offset against the amount of any fees due to Contractor under this Contract any amount due to County from Contractor as a result of Contractor's failure to promptly pay County any reimbursement or indemnification arising under this Contract.

**19. MODIFICATION OF CONTRACT.** The Contract and the attached Exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**20. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**21. 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.

**22. NONDISCRIMINATION.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, 49 U.S.C. § 5332, and any other applicable Federal or State non-discrimination laws, Contractor agrees that it will not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this Contract.

**23. ANTI-BOYCOTT.** If the annual amount required to perform this Contract (identified in Section 3) exceeds \$100,000, then by signing this Contract, Contractor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel as defined in NRS 332.065(5).

**24. 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.

**25. THIRD PARTY BENEFICIARY.** Nothing contained in this Contract 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.

**26. FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**27. WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**28. 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  
Public Works – Stormwater Division  
  
Attn: Stormwater Program Manager  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:** Nevada Tahoe Conservation District  
Post Office Box 915  
Zephyr Cove, Nevada 89448

**28. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

**Nevada Tahoe Conservation District**

By:  8/9/24  
Meghan Kelly, District Manager (Date)

**Douglas County**

By:  8/21/24  
Jennifer Davidson, County Manager (Date)



PO Box 915  
400 Dorla Court  
Zephyr Cove, NV 89448  
Phone (775) 586-1610  
Fax (775) 586-1612  
www.ntcd.org

## Exhibit A: Nevada Tahoe Conservation District 2024-25 Work Plan for Douglas County

With funding provided by Douglas County during 2024-25, the Nevada Tahoe Conservation District will work to advance the enactment of area-wide stormwater planning and treatment within the Douglas County portion of the Lake Tahoe Basin. NTCD will assist the County in meeting their Lake Tahoe TMDL milestones by pursuing the following objectives:

1. Technical assistance concerning stormwater and drainage to private property owners, County staff, and General Improvement Districts (GIDs);
2. Partnership and coalition building with public and private entities to advance project implementation;
3. Grant writing and procurement to implement public projects;
4. Retrofit of Kahle Basin to reduce ponding and vegetation growth and improve performance;
5. Implementation of area-wide stormwater treatment projects for the lower Kingsbury and the Marla Bay Watershed;
6. Advancement and construction of a Tahoe Basin Stormwater Decant Facility in collaboration with the Nevada Department of Transportation;
7. Assistance with identifying pre-2004 stormwater treatment assets for retrofit.
8. Implementation of Kahle Complete Street to improve stormwater treatment at Kahle Drive; and
9. Outreach and education to private landowners about conservation issues.

Through each of these objectives, our work can be leveraged into additional conservation implementation since this work will lay the foundation to pursue additional private, local, state, and federal funding. Each objective is described in greater detail below.

### Objective 1

NTCD will provide technical assistance to private property owners, County staff, and GIDs including providing area or parcel specific landscape, conservation, and stormwater engineering plans and/or guidance with meeting local erosion control requirements. NTCD staff will conduct outreach to inform the public of NTCD services and expertise, provide technical assistance to private property owners, and seek out additional funding to create project sustainability. This task includes sharing equipment and NTCD staff expertise with Douglas County staff.

### Objective 2

NTCD will build partnerships throughout the Tahoe Basin with public and private entities in order to increase the implementation of conservation and stormwater treatment projects. NTCD staff will attend and contribute to important multi-jurisdictional meetings that impact landowners within the areas of soil, water, air, flora and fauna and report back on these meetings as necessary to Douglas County. Participation in these meetings and development of these partnerships leads to the development of grant applications for funding through local, state, and federal agencies as necessary to move collaborative conservation projects forward.

### Objective 3

Mission Statement: To promote the conservation and improvement of the Lake Tahoe Basin's natural resources by providing leadership, education and technical assistance to all basin users.

NTCD will continue seeking grant funding for projects in Douglas County, Lake Tahoe to address stormwater treatment and TMDL compliance. During each pertinent grant cycle, NTCD will reach out to the County and GIDs to discuss potential projects and submit appropriate proposals.

Objective 4

NTCD will design a retrofit for the Kahle Drive Water Quality Basin built in 2018 to help reduce the intensity and frequency of needed maintenance. The wet basin ponds more than expected at the inlet (pervious paver forebay) and has excess vegetation growth in a few areas. NTCD draw on observations from County maintenance staff on other wet basins to design retrofits that will reduce the vegetation growth and decrease the ponding at the inlet. NTCD will work with County staff to either bid the project and select a contractor or utilize the County crew to implement the improvements.

Objective 5

NTCD will work with the County and TRPA to implement area-wide stormwater treatment projects that include runoff from multiple public and private entities around Lower Kingsbury and in the Marla Bay Watershed. Deliverables will include implementation of the project and a summary of Lake Clarity credits.

Objective 6

NTCD will continue discussions with public entities in the Tahoe Basin to find a suitable location for a Stormwater Decant Facility. NTCD will assist the County in permitting, bidding, design, and coordination as needed.

Objective 7

NTCD will assist the County identifying pre-2004 stormwater treatment assets for retrofit and therefore registration in the LCCP. The County has numerous pre-2004 stormwater treatment assets under US Forest Service Special Use Permits.

Objective 8

NTCD will continue as the project proponent for the Kahle Drive Complete Street Project – a project that will reconstruct Kahle Drive to improve drainage, mobility, recreation access, and aesthetic. NTCD will lead the implementation of the project.

Objective 9

NTCD will conduct educational outreach to inform private landowners about conservation issues in the Tahoe Basin, including but not limited to stormwater and forest health in the Tahoe Basin. During this process, NTCD will collaborate with basin agencies to prioritize current conservation issues and key talking points.

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

23, day of August, 2024

By [Signature] Deputy