



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
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Agenda Item #7

Memorandum

Date: May 19, 2020
To: Board of Directors
From: Paul D. Zillig, General Manager *PZ*
Subject: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 4:00 pm on Monday, May 18, 2020 via video/teleconference. Directors participating were Larry Ruth, Deborah Eagan, Milt Schmidt, Bruce Johnson, Ray Stevens, and Dan Steinkruger. Others participating included Steve Seglin, Corey Wasserburger, David Potter, Nathan Kuhlman, and myself.

Chair Ruth called the meeting to order and welcomed those participating. Ruth asked Potter to report on the status of the 2020 NACD (National Association of Conservation Districts) technical assistance grant. Potter reviewed the NRD's past experience with the two previous NACD technical assistance grants and that the NRD's application for a third grant was approved by NACD. The attached Memorandum of Agreement with NACD provides \$57,600 in technical assistance funding for conservation programs and practices.

It was moved by Stevens, seconded by Eagan, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the 2020 Memorandum of Agreement with the National Association of Conservation Districts to provide additional technical assistance funding.**

The next item on the agenda was to consider authorizing the Chair to determine regular Board Meeting dates, times and locations due to the COVID-19 situation. Ruth reported that the NRD has been holding video conferencing Board Meetings due to the authority granted in the Governor's Executive Order 20-03. The Executive Order will expire May 31st. At this time we are hopeful that it will be extended, if not, we will likely need to change our Board Meetings to "in-person" meetings and follow health directives. Holding a Board Meeting in the NRD Conference Room with 21-40 people will not likely be permitted. If the Executive Order is not extended we will need to, at the minimum, change our meeting location. Changing the date and/or time is also possible depending on the availability of the alternate facility.

Wasserburger reported that he reviewed the requirements of the Open Meetings Act and the Governor's Emergency Powers – Executive Order 20-03. This was in response to some entities and NRD's deciding to meet "in-person" due to questions concerning the legal authority to meet via

tele/videoconferencing. Wasserburger reported that NRD legal counsel stated that it was their opinion that the NRD may conduct its Board Meeting via videoconference under the Executive Order and the provisions of the Nebraska Open Meeting Act.

It was moved by Eagan, seconded by Stevens, and unanimously approved by the Subcommittee to **recommend the Board of Directors authorize the Board Chair to determine regular Board Meeting dates, times, and locations due to COVID-19.**

The final item was an update from legal counsel on the streambank damages incurred along Deadmans Run, just southeast of 70th Street near the new car wash facility. We will begin discussions with those involved.

There being no further business the meeting adjourned at 4:45 pm.

PDZ/pz

pc: Steve Seglin
Corey Wasserburger

**Memorandum of Agreement
Between**

The National Association of Conservation Districts (NACD) and the Lower Platte South Natural Resources District

SUMMARY

This agreement (referred to as the "Agreement" or "MOA") is entered into by the National Association of Conservation Districts (referred to as "NACD"), located at 509 Capitol Court NE, Washington, DC 20002 and the: **Lower Platte South Natural Resources District** (referred to as "Grantee".)

Grantee Address:
**3125 Portia Street
Lincoln, NE 68521**

Grantee Contact Person **David Potter**
Email Address: **dpotter@lpsnrd.org**
Phone Numbers: **(402) 476-2729**

NACD shall provide the Grantee with a grant in the amounts of:

EQUIP:	\$ 42,480.00
CSP:	\$ 4,000.00
COTA:	\$ 11,120.00
 Grant Total:	 \$ 57,600.00

The Grantee agrees to provide minimum match of the amount of	\$ 14,400.00
The match must come from non-federal sources and should preferably be cash, but in-kind contributions or a combination of both is acceptable.	

Number of positions **1**

Estimated Full Time Equivalent (FTE) in tenths of a year: **1.00**
(208 hours equals one tenth full time equivalent)

to carry out the initiatives which were outlined in the Grantee's proposal to the NACD TA2020 Priority Request (PR) announced on January 16, 2020. That proposal as submitted and or as amended is hereby made a part of this Agreement as Exhibit I. These funds are made available by a Contribution Agreement between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in the PR are also made a part of this Agreement as Exhibit II.

It is the intent of this Agreement and this project to increase the technical assistance available to the Grantee's community to improve the conditions of natural resources and the society that depend on them, while providing the maximum flexibility for the Grantee to carry out their responsibilities for these funds.

STATEMENT OF WORK

The Grantee shall undertake the work and activities set forth in Exhibit I, made a part hereof, and incorporated by reference as if fully written herein.

The Grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The Grantee shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the Grantee shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

REPORTING

For the duration of the project, NACD will require quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31. These reports are due April 20, July 20, October 20, and January 20 using the online Quarterly Report Form at:

https://nacd.formstack.com/forms/ta_quarterly_report

Quarterly reports must address progress on carrying out technical assistance work outlined in Exhibit I. Reports must identify expenditures and metrics to the ending date of the Grantee's quarterly reports. When expenditures and or metrics are not available as of the report deadline a report is still required and should include a statement in the narrative section explaining the reason such information is not provided.

A final report must also be submitted. The report should include anything not previously included in a quarterly report. The final report must also include a short narrative (up to 200 words) about the Grantee's grant experience and a photo that might be used in NACD publications about the grants. The final report must be provided within 30 days of the completion of the grant.

For any changes to the approved grant funds budgets of either Environmental Quality Incentives Program (EQIP), Conservation Stewardship Program (CSP) or Conservation Operations Technical Assistance Program (COTA) greater than 10%, including an increase or decrease in the total budget, please request and secure written approval from your respective NACD Regional Representative. Contact information can be found on the NACD website, link below.

<https://www.nacdnet.org/nacd-staff/>

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement. The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

NACD agrees to cooperate with and provide assistance to the Grantee; which includes, designating a person or persons to whom the Grantee will contact and who will regularly review, discuss, and meet with (as possible and necessary) the Grantee regarding the services provided, the time for performance of the services and to assist in arranging meetings, conferences and other arrangements with NACD personnel to facilitate performance under this Agreement, and to ensure that all information and issues required for review by NACD are made available to the Grantee.

The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

TERM OF AGREEMENT

This Agreement shall be in effect and binding for both parties for 13 months from the last signature date set forth below or 12 months from when a previous Agreement between NACD and the Grantee for similar work is closed, whichever is later, to carry out the work described in Exhibit 1 to the satisfaction of NACD, or until otherwise terminated. This Agreement may be extended for an additional period for reasons agreed upon by both parties including should additional funds become available.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

TERMINATION

Either party to this agreement may terminate this agreement with a 60-day notice. In such a case any unused funds will be returned. This Agreement may also be terminated by NACD for noncompliance with its provisions.

RECORD KEEPING REQUIREMENTS

The Grantee shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

Upon receipt of a signed copy of this Agreement, an initial check for twenty-five percent (three-month estimate of expenses for a one-year Agreement) of the Agreement amount will be issued to the Grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly advanced basis until the grantee has received their entire grant.

CONFLICTS OF INTEREST

The Grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the Grantee to solicit or secure this Agreement with NACD upon an agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The Grantee agrees that, in the event NACD has substantial reason to believe that this provision has

been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

Except where prohibited by law, the Grantee, at its own expense, shall defend and hold NACD, its officers and employees, harmless from all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the grantee's performance in executing the services as stated in Exhibit I, including but not limited to, claims of infringement of a U.S. patent, trademark or copyright, or misuse or misappropriation of a trade secret. Similarly, NACD shall provide the Grantee with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The Grantee warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional manner.

COMPLIANCE WITH LAW

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Exhibit I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement. See also budget change requests above under REPORTING.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party, provided, however, that NACD may assign this Agreement to a related entity without such written consent.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence. The Grantee will notify and consult with NACD regarding the event and how to minimize its impact, and make reasonable efforts to address the problem and carry out the obligations of this Agreement.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

Chair or designated representative of the Grantee

(Please print name of signer)

Name of Grantee: **Lower Platte South Natural Resources District**

_____, 2020
(Month) (Day)



Jeremy Peters, CEO
National Association of Conservation Districts

April 7, 2020