




LOWER PLATTE SOUTH natural resources district

Agenda Item #10

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: June 13, 2019
To: Each Director
From: Paul D. Zillig, General Manager 
Subject: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 2:00 pm on Thursday, June 13, 2019 at the NRD Office in Lincoln. Subcommittee members present included Larry Ruth, Deborah Eagan, Milt Schmidt, Dan Steinkruger, Bruce Johnson, and Ray Stevens. Others present included myself.

Chair Ruth called the meeting to order. The first item to discuss was the consideration of the General Manager Employment Contract. Ruth reported that Stevens and Steinkruger met with him and legal counsel at the June 6th Executive Subcommittee Meeting (no quorum present) to begin discussions on the proposed contract. The Subcommittee met separately to discuss the contract. The Subcommittee directed Ruth to meet with Zillig to discuss the contract that will be presented in closed session to the Board. It was moved by Stevens, seconded by Johnson, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve an Employment Agreement with the General Manager effective July 1, 2019 through June 30, 2022.**

The next item on the agenda was to consider approving a memorandum of agreement with the National Association of Conservation Districts for Technical Assistance funding. The proposed agreement was handed out and is attached. Zillig reported that the grant provides \$55,600 to the NRD that will cover Resources Technician costs to assist landowners with conservation efforts.

It was moved by Steinkruger, seconded by Stevens, and unanimously approved by the Subcommittee (Schmidt had left the meeting for a prior commitment) to **recommend the Board of Directors approve the Memorandum of Agreement with the National Association of Conservation Districts for Technical Assistance.**

The final agenda item was a couple of reports. Chair Ruth reported that he was asked to have the Executive Subcommittee take a look at Board size. The Subcommittee felt the Board was functioning very well but thought it was a good idea to take a look at it in the next couple of years, as we anticipate some changes in subdistricts due to the 2020 Census.



The final item was to discuss the scheduled Board Meeting dates for 2019. The Subcommittee didn't foresee any conflicts with the planned Board Meeting dates, so no changes are recommended at this time.

There being no further business the meeting adjourned at 3:30 pm.

PDZ/pz

pc: Steve Seglin
Corey Wasserburger

**Memorandum of Agreement
Between**

The National Association of Conservation Districts (NACD) and the Lower Platte South NRD

This agreement is entered into by the National Association of Conservation Districts (NACD), located at 509 Capitol Court NE, Washington, DC 20002 and the:

Lower Platte South NRD

Address:

**3125 Portia Street
Lincoln, NE 68521**

Contact Person and info: **David Potter**

Email Address: **dpotter@lpsnrd.org**

Phone Numbers: **(402) 476-2729**

NACD shall provide you with a grant of:

EQUIP **\$ 40480**
CSP **\$ 4000**
COTA **\$ 11120**

Total: **\$ 55600**

Number of positions: **1**

Estimated Full Time Equivalent (FTE) in tenths of a year: **1**
(208 hours equals one tenth full time equivalent)

The purpose of this agreement is to carry out the initiatives which were outlined in your proposal to the NACD request for proposals (RFP) announced on January 2, 2019. 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 RFP 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 your community to improve the conditions of natural resources and the society that depend on them while providing the maximum flexibility for you to carry out your responsibilities for these funds.

STATEMENT OF WORK

The district/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 district/grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The district/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 district/grantee concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the district/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

NACD will require quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31, for the duration of the project. 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

The reports should address progress on carrying out technical assistance work outlined in exhibit I. Reports should also identify expenditures to the ending date of your quarterly reports. A final report summarizing your quarterly report information, including a short narrative about your grant experience of up to 200 words, and a picture or copy of any success stories you can share shall be provided within 30 days of the completion of your grant.

For any changes to your approved grant funds budgets of either EQIP, CSP or COTA greater than 10%, including an increase or decrease in the total budget, please request 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 district/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 district/grantee; which includes, designating a person or persons to whom the district/grantee will contact and who will regularly review, discuss, and meet with the district/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 district/grantee.

The district/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 district/grantee; which includes, designating a person or persons to whom the district/grantee will contact and who will regularly review, discuss, and meet with the district/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 district/grantee.

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 unless the agreement is extended for an additional period for reasons agreed upon by both parties including should additional funds become available. This Agreement shall remain in effect until the work described in Exhibit I is completed to the satisfaction of NACD, or until otherwise terminated as provided in this Agreement.

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

TERMINATION

This agreement may be terminated by the grantor for noncompliance with its provisions.

RECORD KEEPING REQUIREMENTS

The district/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 district/grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly advanced basis until you have received your entire grant.

CONFLICTS OF INTEREST

The district/grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the district/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 district/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

The district/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 Article 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 district/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 district/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 district/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 Article 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.

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 district/grantee

(Please print name of signer)

Name of Grantee: **Lower Platte South NRD**

_____, 2019
(Month) (Day)



Jeremy Peters, CEO
National Association of Conservation Districts

April 30, 2019

Form Name: TA Grant Application 2019
Submission Time: February 28, 2019 12:51 pm
Browser: Firefox 65.0 / Windows
IP Address: 76.85.160.154
Unique ID: 481942845
Location: 40.733600616455, -96.63939666748

EXHIBIT I

NACD Technical Assistance Grant Application

Contact

Grantee	Conservation District
Grantee Name	Lower Platte South NRD
NACD Region	Northern Plains
Address	3125 Portia Street Lincoln, NE 68521
Name of contact person	David Potter
Phone	(402) 476-2729
Email	dpotter@lpsnrd.org
Priority number from state / territory partnership (e.g. 1,2,3)	3

Employee Requested

Type of Employee Needed	Technician
Will Employee be a new hire	No
Does Employee have job approval and/or planning certifications	No
District Comments	Employee will be expected to gain job approval authority in the future. Start date would be at conclusion of round 1 grant funding.
Request additional employee?	No

Funds Requested

EQIP	44480
CSP	0
COTA Conservation Technical Assistance (Planning)	11120

Project Narrative

The extension of the current agreement will preserve the current levels of conservation technical assistance to producers in the district. Conservation funding requests have increased resulting in higher workload for existing staff. The conservation technician will continue to reduce workload, maintain quality of work products, and increase access to conservation programs. The conservation technician will maintain productivity by assisting with the following: 1) provide assistance with conservation contracts. 2) Survey, design, and install structural conservation practices. 3) Install and certify conservation practices. 4) Help assist district staff with annual status reviews. 5) provide general conservation technical assistance to producers. 6) Assist with the obligation of federal contracts.

Total funds requested	55600
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Total match required	13900
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Is this a ONE year grant	Yes
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Is this a TWO or THREE year grant	No
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Is this a renewal of Technical Assistance Grant Round 1	Yes
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Planned Budget & Match

Matching Funds or Cash/In-Kind - Salaries & Benefits	13000
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Matching Funds or Cash/In-Kind - Training	400
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Matching Funds or Cash/In-Kind- Supplies & Equipment (no more than 10% of total)	300
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Matching Funds or Cash/In-Kind- Other	200
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Total match for funds provided	13900
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Explanatory notes on match (cash or in-kind)	Cash Match.
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Total employees expected to be employed by these funds	1
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Number of staff years in tenths of year (e.g. 1.6 staff years)	1.0
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Number of conservation districts where funds will be used if more than one (Need concurrence from each district where work will occur) 1

District where staff will be assigned	Lower Platte South NRD
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Accomplishments

Number of contracts	25
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Number of practices assisted	40
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Number of plans assisted	50
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Accomplishment Narrative (to describe importance of planned accomplishments)

The extension of the current agreement will preserve the current levels of conservation technical assistance to producers in the district. Conservation funding requests have increased resulting in higher workload for existing staff. The conservation technician will continue to reduce workload, maintain quality of work products, and increase access to conservation programs. The conservation technician will maintain productivity by assisting with the following: 1) provide assistance with conservation contracts. 2) Survey, design, and install structural conservation practices. 3) Install and certify conservation practices. 4) Help assist district staff with annual status reviews. 5) provide general conservation technical assistance to producers. 6) Assist with the obligation of federal contracts.

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 Tell Friend

EXHIBIT II



Jan. 3, 2019

Good afternoon,

Today, NACD is pleased to announce the **availability of \$9 million in technical assistance grants for conservation districts.**

Like the first round of technical assistance (TA) grants, this funding will help conservation districts build capacity and enhance their ability to provide conservation planning and technical assistance to customers. These funds, provided in cooperation with the Natural Resources Conservation Service (NRCS), will be administered by NACD to conservation districts in high-priority workload locations across the nation. The highest priority locations will be identified by state/territory conservation partnership leaders based on three criteria:

- The conservation districts' natural resource concerns;
- Conservation Stewardship Program (CSP), Environmental Quality Incentives Program (EQIP) and conservation planning workloads; and
- Staffing requirements given these workloads.

For **tribal conservation district applications**, NACD asks state/territory partnership leaders to inform tribal leaders of this opportunity and advise them to send their submissions directly to **NACD Director of Projects and Partnerships Rich Duesterhaus** at rich-duesterhaus@nacdn.net.

Of the \$9 million available to conservation districts through this grant opportunity, **\$2,700,000** will be allocated to hire district employees to assist landowners in implementing EQIP contracts. Additionally, **\$3,150,000** is available for conservation districts that require increased capacity to provide conservation operations technical assistance (COTA) planning funds, and another **\$3,150,000** is available for conservation districts requiring greater access to CSP. Overall, NACD anticipates about 180 years of staff work will be funded through these agreements with conservation districts. Staff costs will vary across the nation given differences in position type and cost of living.

Partnership

NACD is soliciting applications from all state/territory conservation partnerships for these funds. For most states/territories, partnerships will include representatives of a state/territory association of conservation districts, NRCS, state conservation agency, association of conservation district employees and the state's resource conservation and development (RC&D) councils or association where applicable.

Each state/territory partnership is asked to work together to develop a request for funding. In every state and territory, the NRCS state conservationist will provide data on conservation workload essential to developing an application.

The National Conservation Partnership—made up of NACD, NRCS, the National Conservation District Employees Association (NCDEA), the National Association of State Conservation Agencies (NASCA) and the National Association of RC&D Councils (NARC&DCs)—sees this grant opportunity as an additional way to strengthen state conservation partnerships' delivery of conservation services. To learn more about the National Conservation Partnership's goal to build and galvanize state conservation partnerships, see the [2015 National Conservation Partnership MOA](#).

Submission Guidelines

Each application for funding requires:

- **A 20 percent contribution of total application costs.** Out of the total cost of the proposal, NACD will contribute 80 percent of the funds, and the applicant will contribute 20 percent as match funding. Cash or in-kind match will be accepted, as well as a mix of the two. Overall, NACD's agreement with NRCS requires a 25 percent match. However, for each NACD-district agreement, NACD is fulfilling the first 5 percent.
- **Accomplishment metrics (viewable on application form) with the planned accomplishments filled in for each proposal,** e.g. number of practices, contracts or plans assisted. Some metrics will be applicable to all NACD-district agreements, while others will vary based on the specific work being carried out.

- **Quarterly reports on progress**, including on accomplishment metrics.
- **State partnership cover sheet**, which includes state partnership leaders' signatures. There is also space on the cover sheet for signatures from the individual district where work will occur.
- **Completed applications**, designated in priority order, for each conservation district proposal, including planned budget and match information.
- **Applications for conservation operations technical assistance (COTA) or conservation planning funds must include a narrative of up to 200 words** describing the type and importance of conservation planning work to be done.

Recipient conservation districts will have at least 13 months to use their funds following the receipt of their first payment. Some multi-year agreements of two or three years may be approved, and conservation districts will have additional time to use funds. In case of extenuating circumstances, a time extension may be granted, but conservation districts are asked to use their funds to increase technical assistance capacity in as timely and effective a manner as possible and according to the terms of the Memorandum of Agreement (MOA) signed with NACD.

Evaluation of Applications

State and territory partner applications will be evaluated by a National Conservation Partnership panel after the closing date for applications of March 1, 2019. The evaluation will include state priority rankings (the first step of the application), national EQIP workload by state, national CSP workload by state, completeness of application, and for conservation planning funds, a narrative justifying conservation planning needs, including any high-priority situations such as hurricane or storm recovery areas.

NACD's goal is to have the \$9 million in available funds committed by March 31, 2019. A payment for the first quarter year of expenses will be provided to a recipient conservation district shortly after notification of their selection. This payment will help conservation districts/grant recipients begin the hiring process as soon as possible. Once a conservation district signs an agreement with NACD, the remaining agreed-to amount will be advanced in quarterly installments as performance is accomplished. The agreement holders/signers will be responsible for the completion of the agreed-upon work and should complete that work within 13 months or the length of the agreement where it is longer than one year.

Contact Information

After working with state conservation partnership leaders, applications should be submitted by a state/territory association of conservation districts to both **NACD Director of Projects and Partnerships Rich Duesterhaus** and **NACD Projects and Partnerships Coordinator Carlton Bridgeforth** with a copy to the state/territory's respective NACD regional representative (listed below).

Please contact NACD's regional representatives with questions:

Beth Mason , North Central – beth-mason@nacdn.net	Eric Hansen , Northeast – eric-hansen@nacdn.net	Sunni Heikes-Knapton , Northern Plains – sunni-heikes-knapton@nacdn.net
Keith Owen , South Central – keith-owen@nacdn.net	Candice Abinanti , Southeast – candice-abinanti@nacdn.net	Jeff Burwell , Southwest – jeff-burwell@nacdn.net
		Ariel Rivers , Pacific – ariel-rivers@nacdn.net

Additional Information

A one-page brief about this project, containing a timeline, is available on **NACD's Technical Assistance webpage**, along with a set of frequently asked questions (FAQs). These documents may be updated as the application process continues; please consult and review them while preparing applications.

Thank you for your interest in this opportunity to advance conservation delivery to customers and the conservation partnership.

Sincerely,



Jeremy Peters
Chief Executive Officer
National Association of Conservation Districts

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