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Teton Conservation District Monthly Board Meeting

Meet at the TCD office at 420 W. Pearl Ave. Jackson, WY

April 25, 2018 at 1PM:

Meeting Members:

TCD Board Members: Dave Adams (*Chairman*), Steve Kallin (*Vice-Chairman*), Bob Lucas (*Supervisor*), Bailey Schreiber (*Treasurer*), and Sandy Shuptrine (*Secretary*)

Associate TCD Members: Tom Breen, Travis Ziehl and Michael Halloran

TCD Staff Members: Tom Segerstrom (*Executive Director*), Emily Hagedorn (*Administrative Manager*), Carlin Girard (*Water Resources Specialist*), Morgan Graham (*GIS & Wildlife Specialist*), Robb Sgroi (*Land Resources Specialist*), Chauncey Smith (*Natural Resources Specialist*) and Caroline Baker (*Communications Specialist*)

Guests & Agency Partners: Gary Blazejewski (*Natural Resources Conservation Service*), Natalia Macker (*Teton County Commissioner*), Mike Merigliano (*Historic Photo Point Project*), Andy Norman & Brian Goldberg (*United States Forest Service*), Pam Bode (*United State Forest Service*)

Agenda:

Minutes & Treasurer’s Report: 30 minutes

March 21, 2018 TCD Regular Board Minutes
March 2018 Treasurer’s Report

Agency Reports & Guests (including public comment): 40 minutes

Natural Resources Conservation Service Gary Blazejewski
United State Forest Service Pam Bode

Board Reports: 15 minutes

Any?

Staff Reports & Staff Action items: 30 minutes

Staff Reports from all Staff – which include the following Action Items:
Suggestion to hold a TCD Board Meeting in Alta with a field trip

Old and New Business: 60 minutes

Draft TCD Fiscal Year 2019 Budget for review

Executive Session: 15 minutes

(Move to enter into executive session under Wyoming State Statute 15-1-1-5 and 16-4-405 for the purpose of discussing one or more of the following: legal consultation and matters, appointment and personnel matters, national security, licensing or examinations, real estate transactions, donations, or other information classified as confidential by law)

**Teton Conservation District Monthly Board Meeting
Meeting Minutes from March 21, 2018
420 W. Pearl Ave., Jackson, WY**

Attendees:

TCD Board of Members: Dave Adams (*Chairman*), Steve Kallin (*Vice-Chair*), Bailey Schreiber (*Treasurer*), Sandy Shuptrine (*Secretary*), and Michael Halloran (*Associate Board Member*).

TCD Staff Members: Tom Segerstrom (*Executive Director*), Emily Hagedorn (*Administrative Manager*), Carlin Girard (*Water Resources Specialist*), Morgan Graham (*GIS & Wildlife Specialist*), Robb Sgroi (*Land Resources Specialist*), Chauncey Smith (*Natural Resources Specialist*) and Caroline Baker (*Communications Specialist*)

Guests: Mary Moore (*United States Forest Service*), Cynthia Bardman (*Apex Companies Consulting*)

Call to Order: Dave Adams called the meeting to order at 1:01 PM.

Minutes from the previous meetings: Sandy mentioned a few edits to the minutes that were subsequently corrected. **Steve motioned to accept the minutes. Sandy seconded. The motion passed.**

Treasurer's Report from the previous months: Bailey gave the highlights of the January, 2018 Treasurer's Report to the group and they reviewed the cash reconciliation for the month. **Sandy made a motion to accept the February, 2018 Treasurer's Report as presented. Steve seconded the motion, which passed a vote.**

The report of TCD's financial condition as of February 28, 2018, included: Checks - \$78,319.08, Credit Cards Charges – \$214.58, net Deposits - \$60,912.44, the Operating Reserves Account Balance was \$502,435.85, the Committed Funds Savings Account was \$74,180.03 and the reconciled General Fund Checking Balance was \$931,178.45.

Voucher signature sheets: Checks numbering #17,925 through #17,967 were presented for approval. All checks were dated between February 5, 2018, and February 28, 2018. They totaled \$78,319.08.

Voucher signature sheets:

Board Reports: Sandy updated everyone on the Natural Resources Stakeholder Group process. She indicated that there will be a meeting on Thursday, March 22. She also mentioned that she had hoped to be able to discuss wildlife movements in that meeting tomorrow, but it was taken off of the agenda. Tom mentioned that it is unclear what direction the Group is heading, but that the TCD Water Layer will be included in all Tier 1 planning reviews. Sandy mentioned that the

tiers appear to be the biggest dilemma at the moment, and that she had offered to share the work that had been done on the topic at TCD, but, as of yet, nothing has happened.

Agency Reports/Guests: Mary Moore, acting Bridger Teton National Forest District Ranger, introduced herself to the Board. She began by giving an update on the replacement process for Dale Dieter. She then provided updates on the current ongoing projects in the Forest. She began by giving an update on the Teton to Snake Fuels Reduction Project. She mentioned that burning will begin this Spring as strategic small burns to prepare for larger burns in the future. The Forest will also begin mechanical thinning in a location to be determined in the Forest. Sandy asked if the areas to be burned this year would be in the Wilderness Study Area, and Mary said yes.

Mary discussed the recent acquisition of the 900 acres in the Gros Ventre, and mentioned work is continuing to be done on the Bridge Creek Land Exchange, near the Red Hills Ranch. The Forest also continues to work on the forest road and camping project in Spread Creek, Toppings Lake, Shadow Mountain, Gros Ventre and Curtis Canyon areas to counter forest damage occurring as a result of dispersed camping. They are hoping to update their motor vehicle use map and to look into dealing with parking associated with dispersed camping.

Big horn sheep herd monitoring indicates that the herd has decreased by about 50%. Working with Grand Teton Park, the Caribou-Targhee Forest, Wyoming Game & Fish, and other partners, BTNF is looking into why this decrease in population is occurring and what steps might be taken to implement protection measures. Sandy asked what is causing the reduction, and Mary said it has a lot do with recreation occurring in their key habitat areas, specifically backcountry skiing. She also mentioned they are currently working with Jackson Hole Mountain Resort to discuss options. Dave asked about the possibility of acquiring sheep from other herds? Mary said that that idea has been brought to the table, but they are continuing to solicit ideas and discuss potential viable solutions. Tom mentioned that Wyoming Game and Fish is opposed to the idea of bringing in outside sheep. Mary added that the current herd is genetically significant so that might have something to do with their reluctance. Steve asked if Mary knew how many sheep were collared, and she replied she did not.

Carlin asked if the Spread Creek Road erosion issue had been resolved, and Mary indicated that there has been discussion about rerouting the road because repairing is not cost feasible.

Tom asked for a short synopsis of the Green River Valley grazing allotment law suits, Mary said it was outside her jurisdiction, but that eight objections had been received. She said the Forest staff was working with the parties to see if a settlement could be reached. As far as she knew, it was not moving along particularly quickly.

Robb, Tom, Carlin, and Dave provided a synopsis on the work TCD does with the Forest.

Cynthia Bardman introduced herself and the Apex Companies, LLC, a consulting firm, and indicated that she was now based in Jackson to diversify the company and build its Jackson profile.

Staff Reports/Action Items:

Emily: Emily mentioned that there is \$13,033 remaining in the TAC cycle for this fiscal year. Emily mentioned that the upcoming Board Meeting for April is re-scheduled to April 25th. Dave requested that the May board meeting be moved. It has been rescheduled to May 30th.

Robb: Full Circle education would like to request to use the \$5000 line item dedicated to them to present the film “Look & See” as part of a fundraising event. Dave asked if Full Circle Education had looked into any other venues for better pricing, Robb mentioned he had suggested they look at other venues, and that Full Circle indicated they were getting a discounted rate, they wanted to show the film on this side of the Pass and the Center for the Arts is their preferred location. Sandy indicated that the price seemed high, especially given there isn’t a focus on filling the theater. Dave asked why they were planning on April 14, 2018, given it’s the shoulder season. Sandy suggested the high school auditorium. Robb indicated it may be related to the ability to serve food. Bailey asked how much the tickets would cost, and whether those would offset the price of putting on the event. Robb said he was not aware of what the ticket price would be, and that the rest of the event cost would be covered by ticket sales. Sandy indicated that she was stuck on the fact that it is a line item that’s already been approved, but she’s uncomfortable with the purpose and amount. Dave agreed that generally when TCD covers a symposium it is around \$1500, and he would be in favor of that level of funding. Sandy mentioned that she thinks the Board should revisit their funding decisions with regards to events and publications that are promoting a single organization. Morgan mentioned that TCD sponsored the CWD and NRCC Symposium for \$2500. Chauncey mentioned that the Center for the Arts events tend to draw a bigger crowd than National Museum of Wildlife Art. **Bailey moved to authorize the TCD Executive Director to support Full Circle Education’s request of \$2,000, to support components of the event showing of ‘Look and See: A Portrait of Wendell Berry’.** Sandy seconded the motion. **The motion passed unanimously.**

Robb re-presented the costs and information related to the potential acquisition of AgTerra hardware and software for Wildlife Risk Reduction projects. Dave asked what the annual fee was, and Robb indicated that it was \$500/year for a single license. Dave asked if any other staff would be able to use the software and hardware in their programs, and Robb indicated that there was not a sense from staff that there would be an immediate need for it. **Bailey moved to authorize \$1,486.99 from the FY 2018 budget line item ‘TCD Discretionary Funds’ to support acquisition of software, equipment, and services to improve capacity for developing Wildfire Risk Overviews.** Steve seconded. **The motion passed unanimously.**

Proposal to provide incentive to homeowners to fully complete their Wildfire Risk Reduction Program project within a single year by offering increased funding of up to \$3000 for so doing. Dave asked how often projects are not being completed simply due to apathy rather than scheduling contractors to get the work done? Robb indicated that the scheduling issue is real, but

that it is the minority of the projects that don't get completed due to that reason. Sandy asked what the timeframe would be? Tom indicated the idea is to incentivize getting the work done within one fire season. Sandy said that she could see allowing for a full year (a little longer than one fire season) to get the work done to provide for potential weather issues or lack of contractor scheduling time. She suggests changing the contractual time frame. Bailey indicated a concern that the language related to "contractual timeframe" is vague and would like to see that spelled out more clearly in the contract. Sandy mentioned that a strong understanding would be sufficient but that the strong understanding was necessary. Dave asked what the average contract price is? Robb said the range is from just under \$3000-\$4000, but that they're seeing projects that are \$10,000-\$15,000 per acre above the 50/50 match. Steve asked how many contracts there have been and how long the program has been in existence? Robb said it was confusing. He indicated that initially the program was grant funded from 2013-2018 through the USDA, and that the solely internal TCD program has been operating for a year, heading into its second year. Steve asked how many people signed up last year, and Robb said it grew to 57 homeowners requesting assessments. Robb said in previous years there were around 6-10 per year. **Sandy moved to authorize changes to the Wildfire Risk Reduction Program to offer a 50% match, not to exceed \$3,000.00, if all vegetation management tasks in the Wildfire Risk Overview are completed within the contractual timeframe but reducing the cost-share to 50% match, not to exceed \$2,000.00 for projects making progress towards all vegetation management tasks in the Wildfire Risk Overview beyond the contractual timeframe. Bailey seconded the motion. Motion passed unanimously.**

Dave asked if a site has been selected yet for the air quality monitoring by the Wyoming Department of Environmental Quality? Robb indicated that there were permitting requirements in the Town. Tom mentioned he called Tyler Sinclair to see what could be done, and Tyler indicated he knew nothing about the issue but he would ask staff and get back to Tom. Dave said if it isn't resolved then TCD needs to draft a letter to the Mayor and Town Council. Robb also indicated that there are other sites being investigated, including the National Elk Refuge west border. Bailey asked if there was any space available at the hospital? Robb said they had given that information to the WY DEQ, and he didn't know if they'd touched base with the hospital yet. Mary Moore suggested the Forest Service office might be available, and Tom suggested the 4H building as well.

Robb mentioned he would update the Board on the status of the Ward property fence variance when it became available.

Morgan: The National Elk Refuge has requested that surplus funding from the CWD Forum held in December 2016 be reallocated to the Wildlife Migration Symposium scheduled for June 2018. Steve thanked the Board for support of the CWD forum and mentioned that it was a great success. He indicated that the total bill was around \$15,000 and that there was broad sponsorship. He also mentioned that there is a strong nexus between the spread of CWD and wildlife migration patterns, especially as relates to the National Elk Refuge. There is a strong case to reallocate that money to this new conference. **Sandy moved to authorize reallocation of \$1,485.52 in unspent FY 2017 TCD Wildlife Program funds provided for the December 2016, CWD Forum to support the Wildlife Migration Symposium convened by the Greater Yellowstone Coordinating Committee in June, 2018. Bailey seconded the motion. Motion passed unanimously.**

Dave asked if the server is broken. Morgan said it is not broken, but that it appears that Compunet did not deploy it in the correct manner. Thus, TCD needs more space on the server, and Factory IT would like to re-deploy the server entirely as opposed to adding new drives. Morgan indicated that the price could be anywhere from \$5000 to \$15,000. Dave asked if this is in the budget in some form? Tom said it is in the 2019 budget. Morgan said his preference would be to see if the number Factory IT returns with would fit within the discretionary fund to get it done before December.

Morgan mentioned the Master Crossings Plan has been delivered in its final draft from the Western Transportation Institute. He also stated that there is another meeting of the group tomorrow. He stated that there may be things in the report that don't support the wants and needs of the constituents here, but that's fine. Morgan also said it's a good reminder to be explicit in what you are requesting when contracting.

Morgan said there was a Wyoming Public Lands Initiative meeting last Wednesday and that they all seemed pleased with the presentation of their proposals in Google Earth format. Everyone agrees on the complete removal of oil & gas.

Chauncey: Chauncey's work on the water layer indicates that there are roughly 1100 locations of impounded or standing water/ponds in the core of the private lands in Teton County. Sandy asked about the concern about moose falling into ponds with aerators. Tom indicated that no new ponds can be constructed with aerators.

Carlin: The Alder Environmental contract to update the Flat Creek Watershed Plan has been edited to add that direct communication between Alder and landowners is a part of the contract. Dave asked if there is an expectation that Alder be in contact with landowners and Carlin said yes. He also asked that a list of landowner contacts be pulled together and circulated to the Board for possible additions. Bailey asked if one public meeting is enough? Carlin responded that there would be an online survey to ask the correct questions from people. **Sandy moved to approve the Executive Director to sign the 'Agreement & Contract for Services' between Teton Conservation District and Alder Environmental, LLC for the 'Flat Creek Watershed Management Plan Revision'. Bailey seconded the motion. Motion passed unanimously.**

Dave asked for an update on Nelson's mapping, and Carlin said it's moving along well. He also indicated that they are starting to receive responses for their requests for information from sewer districts as well. He said people have been cooperative so far.

Sandy asked about the septic system cost share agreement process? Carlin mentioned the new structure through which the program is being announced this year under the Clean Water Coalition. Carlin mentioned that James Brough from Wyoming DEQ was in town last week and met with Ted van Holland. He also mentioned that the testing from the Hoback well indicates that the water is no longer safe to drink in that area due to increased nitrate levels. Carlin feels strongly that it's a wastewater contamination issue, and that the WY DEQ report speculated the same thing. Most likely the contamination is from leech fields. Dave asked what the next step the DEQ wants to take might be and Carlin indicated he did not know. He did highlight the importance of wastewater planning in land planning and development. Dave asked what DEQ technically can do? Carlin said DEQ can't do anything and that the water supply needs to be

Teton Conservation District - Monthly Treasurer's Report

Treasurer's Report for: **March 31, 2018**

Debits for the month:

Checks written between

March 1 and March 31, 2018	\$86,947.63
March credit card charges of	\$8,019.76

Credits for the month:

regular income sources

Mill Levy from Teton County	\$12,156.16
General Fund Checking Interest from Wells Fargo Bank	\$6.86
Committed Funds Savings Interest - Wells Fargo Bank	\$1.89
Operating Reserve Account Income from First Interstate	\$165.18
Well Test Kit Sales (3 sales + \$30 Zedi Refund to TCD)	\$180.00

other income sources

Total Credits for March	\$12,510.09
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Investments and Maturity Dates	Initial Invested	% Income	% Return	
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Operating Reserves Account @ First Interstate Bank

Cash	\$0.00			\$0.00
Money Market	\$500,000.00	\$2,601.07	0.30%	\$502,601.07
total	\$500,000.00		total	\$502,601.07

Committed Funds Saving Account @ Wells Fargo Bank

Previous Committed Balance	\$74,180.03			
Transfers in or out				\$0.00
Interest Income, prev\$+new%			0.03%	\$1.89
			total	\$74,181.92

Total Funds in Investments	\$576,782.99
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General Fund Checking Account Balance as of	03/31/18	0.01%	\$859,065.41
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Outstanding Checks as of 03-31-18	\$45,412.84
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Reconcilled QuickBooks Balance as of	3/31/2018	\$813,786.99
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Mill Levy to be collected in April	\$13,370.64
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Checks written so far for the month of April	\$224,803.72
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Addition to the Treasurer's Report:		Spent to Date & Income		4/16/2018	80% of FY
<i>Income:</i>	<i>Budgeted:</i>	<i>Income to Date:</i>	<i>Receivables:</i>	<i>Received %</i>	
<u>Mill Levy</u>	\$1,291,615.00	\$1,178,841.21	\$112,773.79		91.3%
<u>Project Grants to TCD</u>					
Wildland Urban (WUI) Interface	\$52,500.00	\$16,280.00	\$36,220.00		31.0%
Fish Creek WQ Sampling Partnership	\$28,000.00	\$30,118.50	-\$2,118.50		107.6%
Flat Creek WQ Sampling Reimb.	\$10,000.00	\$8,886.00	\$1,114.00		88.9%
BTNF Historic Photo Point Reimb.	\$11,560.00	\$0.00	\$11,560.00		0.0%
<u>Cooperative Projects</u>					
Well Test Kits to landowners	\$1,500.00	\$991.67	\$508.33		66.1%
FY 2018 GTNP Gaging Stations	\$18,500.00	\$0.00	\$18,500.00		0.0%
Wyoming Water Development Proj.	\$140,000.00	\$9,281.07	\$130,718.93		6.6%
Boulder sale to Terra Firma Organics	\$17,600.00	\$17,600.00	\$0.00		100.0%
<u>WDA Base Funding + WACD WQ</u>	\$12,705.50	\$8,823.50	\$3,882.00		69.4%
<u>Miscellaneous & Unanticipated Income</u>	\$4,000.00	\$7,608.64	-\$3,608.64		190.2%
<u>Interest from Accounts</u>	\$1,000.00	\$1,781.67	-\$781.67		178.2%
Total	\$1,588,980.50	\$1,280,212.26	\$308,768.24		80.6%
<i>Program Expenses:</i>	<i>Budgeted:</i>	<i>Spent to Date:</i>	<i>Remaining:</i>	<i>Spent %</i>	
<u>Agriculture Assistance-Cropland</u>	\$227,150.00	\$15,500.23	\$211,649.77		6.8%
<u>Agriculture Assistance-Rangeland</u>	\$27,300.00	\$0.00	\$27,300.00		0.0%
<u>TAC Grants and Discretionary Funds</u>					
TAC Grant \$ Available in FY 2018	\$13,033.00	\$0.00	\$13,033.00		0.0%
TAC Grant Funds Committed	\$78,527.00	\$72,142.00	\$6,385.00		91.9%
TCD Discretionary \$ Available FY18	\$88,166.21	\$0.00	\$88,166.21		0.0%
TCD Discretionary Funds Committed	\$209,751.21	\$105,980.48	\$103,770.73		50.5%
<u>Communications & Outreach</u>	\$35,000.00	\$5,970.89	\$29,029.11		17.1%
JHWMA Cooperative Proj./Supplies	\$45,000.00	\$43,000.00	\$2,000.00		95.6%
<u>Mapping Resources & GIS</u>	\$12,000.00	\$9,691.10	\$2,308.90		80.8%
<u>USGS Partnering Projects</u>	\$95,994.00	\$73,382.50	\$22,611.50		76.4%
<u>Sustainability Projects</u>	\$47,600.00	\$22,250.00	\$25,350.00		46.7%
<u>TAWPC/Wildland Urban Interface Grant</u>					
TCD's Grant Match + Other efforts	\$33,000.00	\$19,449.27	\$13,550.73		58.9%
WUI Wildfire Mitigation Grant	\$52,500.00	\$7,180.00	\$45,320.00		13.7%
<u>Water Quality Monitoring + Proj.</u>	\$161,250.00	\$64,607.27	\$96,642.73		40.1%
Fish Creek WQ Projects	\$47,000.00	\$47,000.00	\$0.00		100.0%
Flat Creek WQ Projects	\$36,250.00	\$20,227.96	\$16,022.04		55.8%
Flat Creek Water Improvement Dist.	\$31,250.00	\$31,673.62	-\$423.62		101.4%
<u>Wildlife Projects</u>	\$101,250.00	\$49,598.91	\$51,651.09		49.0%
Total	\$1,342,021.42	\$587,654.23	\$754,367.19		43.8%
<i>Operation Expenses:</i>	<i>Budgeted:</i>	<i>Spent to Date:</i>	<i>Remaining:</i>	<i>Spent %</i>	
<u>General Office Expense</u>	\$61,700.00	\$46,289.92	\$15,410.08		75.0%
<u>Supplies & Equipment</u>	\$12,800.00	\$9,071.20	\$3,728.80		70.9%
<u>Communications & Travel</u>	\$18,500.00	\$8,118.73	\$10,381.27		43.9%
<u>Professional Expenses</u>	\$66,550.00	\$50,435.97	\$16,114.03		75.8%
<u>Payroll Expenses</u>	\$670,000.00	\$448,466.92	\$221,533.08		66.9%
<u>Meeting Expenses</u>	\$4,600.00	\$3,313.69	\$1,286.31		72.0%
Total	\$834,150.00	\$565,696.43	\$268,453.57		67.8%

Income vs. Checks Written (per month) - FY16, FY17 + FY18 to date

FY 2016	mill levy	other income	checks	difference
July	\$27,055.47	not determined	\$182,584.27	-\$155,528.80
August	\$4,827.31		\$55,546.76	-\$50,719.45
September	\$90,417.20		\$100,677.70	-\$10,260.50
October	\$159,180.67		\$135,884.54	\$23,296.13
November	\$183,925.82		\$103,567.16	\$80,358.66
December	\$267,110.58		\$177,758.82	\$89,351.76
January	\$181,931.47		\$193,612.49	-\$11,681.02
February	\$34,496.58		\$119,099.40	-\$84,602.82
March	\$12,141.17		\$80,041.41	-\$67,900.24
April	\$15,665.70		\$129,173.63	-\$113,507.93
May	\$86,830.88		\$164,626.40	-\$77,795.52
June	\$191,688.40		\$154,058.51	\$37,629.89
Total	\$1,255,271.25		\$1,596,631.09	-\$341,359.84

FY 16	average per mo.	\$104,605.94	\$133,052.59	-\$28,446.65
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FY 2017	mill levy	other income	checks	difference
July	\$20,038.78	not determined	\$83,991.70	-\$63,952.92
August	\$5,297.74		\$99,769.50	-\$94,471.76
September	\$94,013.59		\$73,005.65	\$21,007.94
October	\$185,627.62		\$103,280.48	\$82,347.14
November	\$192,474.28		\$228,382.97	-\$35,908.69
December	\$290,153.78		\$64,170.90	\$225,982.88
January	\$193,846.84		\$211,959.70	-\$18,112.86
February	\$41,515.18		\$138,150.17	-\$96,634.99
March	\$12,022.80		\$136,747.43	-\$124,724.63
April	\$19,307.38		\$134,523.62	-\$115,216.24
May	\$83,033.42		\$103,105.06	-\$20,071.64
June	\$221,117.37		\$121,939.39	\$99,177.98
Total	\$1,358,448.78		\$1,499,026.57	-\$140,577.79

FY 17	average per mo.	\$113,204.07	\$124,918.88	-\$11,714.82
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FY 2018	mill levy	other income	checks	difference
July	\$17,210.78	\$9,215.51	\$79,576.53	-\$53,150.24
August	\$4,754.98	\$35,778.77	\$74,492.53	-\$33,958.78
September	\$96,218.14	\$153.78	\$133,770.61	-\$37,398.69
October	\$185,487.48	\$231.52	\$99,518.91	\$86,200.09
November	\$208,633.22	\$3,280.74	\$157,941.25	\$53,972.71
December	\$327,094.48	\$6,913.58	\$186,216.61	\$147,791.45
January	\$253,165.64	\$44,453.62	\$95,455.48	\$202,163.78
February	\$60,749.69	\$60,749.69	\$78,319.08	\$43,180.30
March	\$12,156.16	\$353.93	\$86,947.63	-\$74,437.54
April	\$13,370.64			
May				
June				
Total	\$1,178,841.21	\$161,131.14	\$992,238.63	\$347,733.72

FY 18	average per mo.	\$117,884.12	\$110,248.74	\$37,151.45
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FY 2018 - Budget Line Items	Committed Funds Savings Account Items		<i>as of 4/16/2018</i>	
Line Item Description	Budgeted Amt.	Paid Out	Check #	Amount Remaining
Approved Within FY 2017				
Fire Video with Open Range	\$2,000.00	\$2,000.00	ck#17839	\$0.00
Bear Conflict - Crab Apple Proj.	\$14,000.00	\$12,000.00	ck#17848	* \$0.00
WDC - Trail Creek Project	\$5,000.00	\$0.00		\$5,000.00
WDC - WY State Lands Irrigation	\$5,000.00	\$1,856.22	ck#17916	* \$0.00
WDC - Munger Mountain Proj.	\$5,000.00	\$0.00		\$5,000.00
WDC - State Land Stock Pond	\$5,000.00	\$0.00		\$5,000.00
Backyards & Barnyards - Year 3	\$750.00	\$750.00	ck# 17591	\$0.00
JHWMA - horseback + other	\$43,000.00	\$43,000.00	ck#17799	\$0.00
USGS - Snowpack Chem Proj.	\$4,600.00	\$4,600.00	ck#17977	\$0.00
subtotal	\$84,350.00	\$64,206.22		\$15,000.00
Approved in Budget FY 18				
ISWR HHW & E-Waste	\$22,250.00	\$22,250.00	ck#17866	\$0.00
Energy Conservation Works	\$24,500.00	\$0.00		\$24,500.00
GTNP Gaging Stations	\$18,500.00	\$0.00		\$18,500.00
JH Trout Unlimited KFD	\$500.00	\$500.00	ck#18019	\$0.00
Friends of the Teton River	\$11,000.00	\$11,000.00	ck#18020	\$0.00
WDC - Mill Creek Irrigation	\$5,000.00	\$0.00		\$5,000.00
WDC - Central Pipeline Irrigation	\$5,000.00	\$0.00		\$5,000.00
subtotal	\$86,750.00	\$33,750.00		\$53,000.00
Approved Within FY 2019				
<i>none as of yet</i>				
Grand total committed for FY 18	\$171,100.00	\$97,956.22		\$68,000.00

**actual check amount was less than committed. Excess is transferred back to general checking.*

	Account Interest to Date	\$80.03
	Interest this period	\$1.89
3/31/2018	Ending Account Balance	\$74,181.92
4/16/2018	Transfer back to Checking	\$6,100.00
4/16/2018	Ending Project Balance	\$68,000.00
	Interest Accumulated	\$81.92
	Actual Balance 4-16-18	\$68,081.92

Teton Conservation District

4/16/2018 1:35 PM

Register: Wells Fargo Checking

From 03/01/2018 through 03/31/2018

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/07/2018	17968	Wyoming Retirement System	-split-	61	5,316.06	X		888,398.60
03/07/2018	17969	MasterCard	-split-	February Credit Card...	214.58	X		888,184.02
03/07/2018	17970	West Bank Sanitation	Cleaning Contract & Supplies	Sanitation for February	33.17	X		888,150.85
03/07/2018	17971	Silver Star Communications	-split-	February Lanline & I...	235.72	X		887,915.13
03/07/2018	17972	Lower Valley Energy	Electricity	Office Electricity	139.17	X		887,775.96
03/07/2018	17973	Teton Media Works, Inc.	Project/Program Expenses:Adv...	Board Meeting Adv...	105.30	X		887,670.66
03/07/2018	17974	WACD	Payroll Expenses:Employer Me...	Dental for March & ...	529.20	X		887,141.46
03/07/2018	17975	Blue Cross Blue Shield of W...	Payroll Expenses:Employer Me...	March Health Insura...	5,730.77	X		881,410.69
03/07/2018	17976	Jackson Hole Fire / EMS	Project/Program Expenses:Trai...	Hidden Hills Video ...	2,000.00	X		879,410.69
03/07/2018	17977	United States Geological Sur...	Project/Program Expenses:Con...	Bill #90602340	4,600.00	X		874,810.69
03/07/2018	17978	ACE Hardware	Office Supplies	LED Linear Light Bu...	188.93	X		874,621.76
03/07/2018	17979	Factory IT	Project/Program Expenses:Con...	March IT Service	1,095.00	X		873,526.76
03/07/2018	17980	Hess D'Amours & Krieger, L...	Legal & Accounting Services	Legal Services for Ja...	902.50	X		872,624.26
03/07/2018	17981	Flitner Strategies	Project/Program Expenses:Con...	Invoice #2503 for Fe...	5,000.00	X		867,624.26
03/07/2018	17982	Nelson Engineering	Project/Program Expenses:Con...	Septic Sewer Mappin...	4,525.25	X		863,099.01
03/08/2018		Wells Fargo Bank	Bank Service Charges	Online Deposit	3.00	X		863,096.01
03/12/2018		Teton County	Mill Levy	Deposit		X	12,156.16	875,252.17
03/13/2018		Well Test Kit Participants	Well Test Kit Sales	Deposit		X	100.00	875,352.17
03/15/2018	17983	Carlin E Girard	-split-		2,365.65	X		872,986.52
03/15/2018	17984	Caroline AM Baker	-split-		2,029.98	X		870,956.54
03/15/2018	17985	Chauncey S. Smith	-split-		1,766.26	X		869,190.28
03/15/2018	17986	Emily E Hagedorn	-split-		1,873.39	X		867,316.89
03/15/2018	17987	Morgan W Graham	-split-		2,178.03	X		865,138.86
03/15/2018	17988	Robert M Sgroi	-split-		2,018.54	X		863,120.32
03/15/2018	17989	Tom Segerstrom	-split-		2,731.72	X		860,388.60
03/15/2018	17990	Electronic Federal Tax Paym...	-split-	83-0247879	4,659.83	X		855,728.77
03/20/2018	17991	Sheila Pecha	Miscellaneous Expense	WQ Test Kit Partial ...	30.00	X		855,698.77
03/20/2018	17992	Local Government Liability ...	Liability Insurance & Bonds	FY 2019 LGLP Polic...	3,475.00	X		852,223.77

TCD Apr. 25 Board Packet 14

Teton Conservation District

4/16/2018 1:35 PM

Register: Wells Fargo Checking
 From 03/01/2018 through 03/31/2018
 Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/20/2018	17993	Snake River Ranch	Project/Program Expenses:Proj...	Wildlife Friendly Fe...	12,000.00			840,223.77
03/20/2018	17994	W / S Holding #1, LLC	Rent	April Office Rent	4,427.55			835,796.22
03/20/2018	17995	Toran Accounting, LLC	Legal & Accounting Services	February Bank Reco...	162.50	X		835,633.72
03/20/2018	17996	Brilliantly Done, Inc.	Cleaning Contract & Supplies	February Office Clea...	250.00	X		835,383.72
03/20/2018	17997	Chauncey S. Smith	Telecommunications:Employee ...	Cell Phone Reimburs...	50.00	X		835,333.72
03/20/2018	17998	Morgan W Graham	-split-	Mileage & Cell Phon...	613.53	X		834,720.19
03/20/2018	17999	Emily E Hagedorn	Telecommunications:Employee ...	Cell Phone Reimburs...	50.00	X		834,670.19
03/20/2018	18000	Carlin E Girard	Telecommunications:Employee ...	Cell Phone Reimburs...	50.00	X		834,620.19
03/20/2018	18001	Tom Segerstrom	Telecommunications:Employee ...	Cell Phone Reimburs...	50.00	X		834,570.19
03/20/2018	18002	Robert M Sgroi	Telecommunications:Employee ...	Cell Phone Reimburs...	50.00	X		834,520.19
03/20/2018	18003	Caroline AM Baker	Telecommunications:Employee ...	Cell Phone Reimburs...	50.00	X		834,470.19
03/21/2018		Zedi US Inc.	Miscellaneous Income	Deposit		X	30.00	834,500.19
03/27/2018		Well Test Kit Participants	Well Test Kit Sales	Deposit		X	50.00	834,550.19
03/30/2018		Wells Fargo Bank	Interest Income	337175		X	6.86	834,557.05
03/31/2018	18004	Carlin E Girard	-split-		2,365.65	X		832,191.40
03/31/2018	18005	Caroline AM Baker	-split-		2,029.98	X		830,161.42
03/31/2018	18006	Chauncey S. Smith	-split-		1,766.26	X		828,395.16
03/31/2018	18007	Emily E Hagedorn	-split-		1,873.39	X		826,521.77
03/31/2018	18008	Morgan W Graham	-split-		2,178.03	X		824,343.74
03/31/2018	18009	Robert M Sgroi	-split-		2,018.54	X		822,325.20
03/31/2018	18010	Tom Segerstrom	-split-		2,731.72	X		819,593.48
03/31/2018	18011	Electronic Federal Tax Paym...	-split-	83-0247879	4,659.83			814,933.65
03/31/2018	18012	FlexShare Benefits	-split-		1,131.66	X		813,801.99

\$ 86,947.63

TCD Apr 25 Board Packet 15

Teton Conservation District
Deposit Detail
March 2018

Type	Num	Date	Name	Account	Amount
Deposit		03/12/2018	Teton County	Wells Fargo Chec...	12,156.16
			Teton County	Mill Levy	-12,156.16
TOTAL					-12,156.16
Deposit		03/13/2018	Well Test Kit Parti...	Wells Fargo Chec...	100.00
			Well Test Kit Partici...	Well Test Kit Sales	-100.00
TOTAL					-100.00
Deposit		03/21/2018	Zedi US Inc.	Wells Fargo Chec...	30.00
			Well Test Kit Partici...	Miscellaneous Inco...	-30.00
TOTAL					-30.00
Deposit		03/27/2018	Well Test Kit Parti...	Wells Fargo Chec...	50.00
			Well Test Kit Partici...	Well Test Kit Sales	-50.00
TOTAL					-50.00
Deposit		03/30/2018	Wells Fargo Bank	Wells Fargo Chec...	6.86
			Wells Fargo Bank	Interest Income	-6.86
TOTAL					-6.86
Deposit		03/30/2018		Wells Fargo Savin...	1.89
			Wells Fargo Bank	Interest Income	-1.89
TOTAL					-1.89
Deposit		03/30/2018		First Interstate Bank	165.18
			First Interstate Bank	Interest Income	-165.18
TOTAL					-165.18

Credit Card Record Sheet for the month of March 2018

	date	item	vendor	project	ref#	\$
MG	2-21	LiDAR Software	YesCue Shop	GIS Program	1675	6831.54
↓	2-28	meeting food	albertsons	Board Mtng	3743	36.37
CG	3-02	office supplies	Staples	Office Exp.	5546	91.43
↓	3-05	booth registration	JH News	Communication Home Show	1915	600.00
RS	3-03	imagery hosting	Amazon web	GIS Program	3877	1.05
↓	3-14	fuel	Shell Oil	vehicle exp	9939	31.66
	3-15	fuel	Questar Gas	vehicle exp.	4472	19.97
	3-16	fuel	Loaf N Jug	vehicle exp	9452	42.00
	3-16	fuel	Exxon	vehicle exp	6760	40.34
	3-16	fuel	Little America	vehicle exp	8169	14.72
	3-16	lodging	Little America	WWDC trip	0247	127.94
EH	2-21	mtng registration	Community Food of Jackson Hole	Spec. Mtng	5453	10.00
↓	2-26	postage	USPS	post + ship	7020	7.20
	3-6	postage	USPS	post + ship	1343	12.88
	3-6	cleaning supplies	albertson	Office Cleaning	9841	37.68
	3-19	office supplies	Staples	Office Exp	6028	49.45
	3-20	office supplies	Staples	Office Exp	8542	42.37
CB	3-21	meeting food	Lucky's	Board Mtng	9778	28.53

\$ 8019.76

Emily Hagedorn, Administrative Manager

Action Items:

Program Area: Administration

Grand Teton National Park (GTNP) Cooperative Agreement for the Gaging Station Pass-Through and Google Imagery Contract – The 5-year pass-through contract that will allow GTNP to reimburse TCD for the cost of the Moose gaging station and purchase of a selected Google imagery, has been finalized and is ready for TCD’s approval and signature. Morgan and I have reviewed the language related to the projects and have found it to be satisfactory. The previous GTNP 5-year contract expired at the end of the last TCD fiscal year. The cost of the gaging station for fiscal years FY18 – FY 22 has been set and TCD has approved the 5-year contract with the United States Geological Survey to provide the gaging station monitoring. This is the last step in setting up the pass-through arrangement, and we should be able to claim FY18 reimbursement in May, 2018.

Recommended Motion: *Move to authorize Dave Adams to sign the Grand Teton National Park Cooperative Agreement P18AC00368 for the Gaging Station Pass-Through and Google Imagery acquisition.*

Information Items:

Program Area: Administration

Technical Assistance Cost Share Grant Cycle – All of the signed TAC Grant grantees have either received their checks or they will be processed with the next batch of checks.

Wyoming Association of Conservation Districts – WACD makes Delta Dental Insurance available to Supervisors, but the premiums cannot be paid by the District. Please let me know if you are interested in this benefit during open enrollment, which closes the end of May.

Historic Photo Point Project – I’m working with Brian Goldberg and Andy Norman from the Bridger-Teton National Forest and Mike Merigliano to put together a presentation on the Historic Photo Point project. The presentation will cover progress on the project and how the Forest Service would like to house the photos for use by project partners and others.

FY 2019 Plan of Work and FY 2019 Budget –The FY19 Budget must be approved at the May meeting, as the formal budget form is due to the Teton County Commissioners and WY Department of Audit by June 1, 2018. After receiving feedback from the Board at the April 25, 2018 Board Meeting, the Staff will make refinements to the draft budget for final review at the May, 2018 Board Meeting. The draft FY 2019 Plan of Work is in development concurrently with the FY 2019 Budget.

November 2018 General Ballot with TCD Supervisors and Mill Levy Funding Decision – Just to note, we will have 4 Supervisors on the general ballot in November, which is everyone except Bailey, along with our Mill Levy Funding for FY20-FY23. Because a part of the Teton Conservation District is in Park County (Yellowstone is divided between Teton and Park Counties), TCD Board Candidates and the mill levy funding question will be on the Park County General Ballot as well. The Teton County Elections Office sends your application to Park County, so you do not need to fill out both Teton County and Park County applications. For your consideration, the wording on the general ballot with regard to the mill levy funding can be constructed so that the mill levy funding is ongoing until it is revoked by the voters.

Records Request from Wyoming Open the Books – TCD received a records request on March 27, 2018 from Wyoming Open the Books. With assistance from Nicole Krieger, we responded to

the request on April 9, 2018. The response is consistent with our previous request response letter and our adopted Public Information and Data Release Policy (see Supplemental Materials)

Alta, Wyoming Representative Recruitment – We placed an ad in the Teton Valley News for 2 weeks in order to attract an Alta representative. We have received some feedback from Shawn Hill who is the Executive Director for Valley Advocates for Responsible Development or VARD, about potential interest among VARD supporters who reside in Alta. I will follow up with him to see if he has any contacts for us to reach out to with an application. Tom and Carlin have spoken to our partners that work on the Idaho side of the Teton about a summer meeting in Alta.

Spring TCD Board Meeting Dates – I would like to suggest that the Board consider holding a summer TCD Board Meeting in Alta. I asked Gary Blazejewski about potentially visiting NRCS project sites and he seemed to think that would work. Currently, we have the May TCD Board Meeting on the books for May 30, 2018 at 1pm. Does that date still work for most people?

Upcoming TCD Calendar:

April 25, 2018 1:00pm	April Regular Board Meeting at the TCD Office
May 30, 2018 1:00pm	May Regular Board Meeting at the TCD Office
June 11, 2018 10:00am	Joint TCD/Flat Creek WID Meeting
June 20, 2018 1:00pm	FY19 Budget Hearing and June TCD Meeting

Robb Sgroi, Land Resources Specialist

Action Items:

Program Area: Administration

Technical Assistance Cost Share (TAC) grants- TAC Grant recipient, Eric Cole, National Elk Refuge, submitted a written request for an extension of the TAC grant titled ‘National Elk Refuge Vegetation Treatment and Analysis’. The original grant’s timeline identified project components continuously taking place between spring 2017 and the project’s completion in May 2020. TCD’s award letter stated if the project will not be completed by July 01, 2018, an extension proposal must be submitted by March 01, 2018. Eric’s extension request noted that the fall 2017 seed planting was shifted to spring 2018, and otherwise the timelines through 2020 are on track.

Recommended Motion: *Move to accept the TAC extension request from Eric Cole, National Elk Refuge with a project completion date of May, 2020. TCD will not require additional extension requests by the recipient during the planned duration of the project but, as stated in the award letter, status reports will be due by the end of each TCD fiscal year.*

Program Area: Administration

Technical Assistance Cost Share (TAC) grants- TAC Grant recipient, Kevin Krasnow, independent contractor, submitted a written request for an extension of the TAC grant titled ‘Are aspen stands effective fuel breaks?’. The original grant’s timeline identified fire behavior measurements during a summer/early fall 2017 prescribed burn, followed by fire effects measurements, data management and reporting, which did not have a timeline. Kevin is requesting the TAC completion timeline be shifted to March 31, 2019. All components of this project’s prescribed burn were in place in 2017 for implementation, yet the regional fire activity and response needs resulted in an administrative decision to temporarily prohibit initiation of prescribed burns.

Recommended Motion: *Move to accept the presented TAC extension request from Kevin Krasnow, shifting the project completion date to March 31, 2019.*

Information Items:

Program Area: Agriculture

Level I Watershed Study, Small Water Project Program (SWPP)- I participated in the Wyoming Water Development Commission's regular meeting, where 69 SWPP grants were deliberated. The two SWPP grants submitted by TCD were conditionally approved. A bill, Senate File No. SF0053, 'Small water projects', removed the maximum cost limit of \$135,000 on small water projects, effective July 01, 2018. The WWDO Director has authority to approve and develop contracts for our grants after July 01, 2018. This was an opportunity to meet several WWDO staff members in person, as well as Commissioner Kellen Lancaster, representing our District. The WWDC expressed support for SWPP, due to its on-the-ground focus. Discussion also included required qualifications (ex. Professional Engineer stamped plans) for proposals, as well as the reasoning for Sponsors managing projects outside their Districts.

There is interest from numerous entities in requesting TCD's support for SWPP grants in calendar year 2018. Communications are planned to potential applicants, including direct mailings to agricultural landowners, and individual conversations with businesses. Tom and I discussed potential constraints on the timing and number of SWPP applications that can be processed and are making applicants aware of possible constraints.

Additional information was gathered for informing improvements to the East Side Ditch. Supervisor Bob Lucas walked a segment of the ditch and spoke with the Von Gontard headmaster, Skip Damewood, to assess conditions and consider solutions for issues. Bob fabricated and installed a diffuser at the outlet of sump pump owned by February 2018 TAC applicant Emily Sagalyn Brown. A letter was sent to Ms. Sagalyn Brown describing observations, actions taken, and future recommendations. Concurrently, I gathered information on WYDOT's improvements to the section of ditch owned by Melody Ranch Investments, located between the East Side Ditch and South Highway 89. That section had a geosynthetic clay liner installed. I conversed with three WYDOT employees, the supplier of the material, and WYDOT's contractor and pricing and characteristics of materials used is forthcoming.

Bridger-Teton National Forest (BTNF) Rangeland Monitoring- I produced the annual report for TCD's 2015-2020 Challenge Cost Share Agreement with the BTNF. This described the status of progress of elements of that agreement, and potential future plans. It was explicitly stated that TCD has resources available to support the BTNF's goals, that have not been utilized.

University of Wyoming Extension Welcome to the Ranch Day- Glenn Owings of is leading the second 'Welcome to the Ranch Day'. Glenn is planning to replicate the 2016 public event that included discussion of ranching culture, local food production, rangeland ecosystems, and basics of ranch operations. This is tentatively Saturday, April 28th, 10:00-12:00, location TBD.

Jackson Hole Weed Management Association (JHWMA)- Tom and I attended the biannual JHWMA meeting. Points of interest include the expanded use of technology in managing invasive species, including drones, dogs, and rotor wing aircraft. Aerial spraying of cheatgrass will take place on the National Elk Refuge this coming summer, yellow starthistle was detected in Bonneville County, Idaho, and both the Bridger-Teton National Forest and Grand Teton National Park are developing NEPA documents to authorize their invasive species management programs.

Program Area: Restoration and Sustainability

Air Quality- Wyoming Department of Environmental Quality, Air Quality Division's (DEQ) contractor, Mark Tigges of Air Resource Specialists (ARS), submitted direct written requests to both Brian Glaspell at the National Elk Refuge, and Tyler Sinclair the Town and Teton County Planning and Building Director, to request permission to site the mobile air quality monitoring station. Mark last stated he is close to an agreement with the National Elk Refuge. I am unclear on the status of publicly owned sites in the Town of Jackson.

Patrick Wright of Inversion Labs has stated progress on his TAC grant. Of interest is his monitoring event at the Snow King Hill Climb, which found particulate matter levels spiking to high levels for brief durations adjacent to accelerating snowmobiles. These levels quickly dispersed. In addition, Patrick has fabricated weatherproof boxes to house the air quality sensors for summer 2018 measurements.

United States Geological Services (USGS) Snowpack Chemistry- The USGS conducted its annual monitoring visit to our District for snowpack chemistry analysis. Colin Penn, USGS hydrologist, and I, conducted a single day of sampling and stratigraphy work on the plot west of Rendezvous Mountain. Colin, with other cooperators, also conducted similar work at seven other sites in our District. Caroline and I produced a piece on this monitoring event, for the TCD website's 'Notes From the Field'.

Wildfire Risk Reduction Program- All of the forms for this program were revised, to improve the ease of filling out forms, effective branding, and making information succinct. These are available on the TCD web site, along with a revised online form to request a Wildfire Risk Overview (formerly known as an "Assessment").

I continued conversations of the Rural Community Fire Suppression priority of SWPP grants with Jackson Hole Fire/Emergency Medical Services (JHFEMS) Chief Brady Hansen, and Battalion Chief Matt Redwine. JHFEMS will likely be our first client in submitting a SWPP grant using this priority, to cost share for water storage at the new fire station in Horse Creek drainage, Hoback Junction. We are continuing discussion on the concept of strategically planning, county-wide, availability of water for fire suppression. The plan is intended to; 1) strengthen SWPP applications and 2) inform fire suppression services. JHFEMS is broadening this conversation to other Teton County departments with a role in planning infrastructure. The Teton Area Wildfire Protection Coalition (TAWPC) Education and Outreach Committee developed a direct mailing to generate wildfire risk reduction interest amongst Teton County residents. JHFEMS sent this to ~550 board members of homeowners' associations in Teton County. At least 57 responses, requesting more information, were received. JHFEMS's Prevention Bureau is managing these responses and may refer these constituents to TCD to produce Wildfire Risk Overviews. I met with JHFEMS staff to articulate TCD's capacity and interests so that they can point these and additional clients to TCD. The direct mailing represents completion of one step in the broader marketing plan of TAWPC partners. Caroline and I also met with Orijin Media to develop the plan of work for the tasks they will address as part of that marketing plan.

Program Area: Planning and Development

Development reviews- TCD received one request for review of development, as of April 12, 2018. The request was for a review of the Environmental analysis for employee housing at the Jackson Hole Golf & Tennis Club, Spring Gulch Road. The applicant shifted their request from development of 13 seasonal use gravel recreational vehicle pads, to the construction of six

permanent buildings for year-round housing for both employees and rentals. Staff produced a review for this application. I managed review of that request. In March, 2018, a fencing variance request was reviewed for the property at 5660 Ward Lane, Wilson, adjacent to the Teton Raptor Center. The proponent requested variances for stream setbacks and wetland setbacks. The status of the request is ‘under review’ by Teton County Planning staff.

Morgan Graham, GIS Wildlife Specialist

Information Items:

Program Area: Wildlife

Sage-Grouse Lek Surveys- I am once again assisting Grand Teton National Park with weekly surveys of the Timbered Island Lek. No grouse were observed March 29 or April 5. Four males were observed briefly during heavy snow on April 13, 2018. The sagebrush flats in the vicinity of the lek still have approximately two to three feet of snow present.

Beartrap Ciderworks (BC)- Orion Bellarado delivered an updated proposal for crab-apple harvesting in TCD FY 2019 (see Supplemental Materials). If the board is amenable, staff can incorporate funding into the FY19 budget and update the existing contract between TCD and BC for final approval during the May 2018 TCD Board Meeting. Ian McGregor relayed that they will be serving their hard cider via the beer concessions at Eco-Fair in May, 2018.

Wildlife Warning Reflectors- An article I co-authored, Wildlife Warning Reflectors and White Canvas Reduce Deer-Vehicle Collisions and Risky Road-Crossing Behavior, was published in the Wildlife Society Bulletin this month (see Supplemental Materials). The paper was based on a WYDOT funded study in Thermopolis, WY. We determined that white canvas bags atop roadside posts resulted in fewer roadside carcasses than wildlife warning reflectors. Conversely, wildlife warning reflectors resulted in fewer roadside carcasses than posts covered with black canvas. I am happy to share the article in it’s entirety with anyone who is interested.

Wildlife Crossings Master Plan- TCD authored a letter in support of a Teton County Engineering Department budgetary request for \$150k directed towards engineering design costs of high priority crossing structures (see Supplemental Materials). I’ve met several times over the last month with the Teton County Wildlife Crossings Master Plan Advisory Committee. We have reviewed the updated draft from Western Transportation Institute (WTI) as well as developed an Executive Summary document. We have fine-tuned prioritized wildlife crossing solutions based on factors such as land security, political viability, partner support, and technical feasibility. The final documents should be completed by early May.

Kestrel Habitat- Ross Crandall of Craighead-Beringia South delivered a final report and spatial data detailing American kestrel breeding habitat in Teton County, Wyoming. This February, 2017, TAC funded project provides a tool for development reviews and other natural resource review requests. The final report highlights “*despite only having a small total percentage of kestrel habitat, almost half of private land in Teton County is suitable kestrel habitat...much of the private land that is not suitable nesting habitat is in the city of Jackson and the surrounding, high-density housing neighborhoods. As such, maintaining kestrel numbers in Teton County will require adequate protection of private lands specifically outside of the more developed areas.*”

Wild Neighborhoods- Jackson Hole Conservation Alliance (JHCA) delivered a final report detailing their Wild Neighborhoods website and Latino outreach efforts supported by an August 2016, TCD TAC Grant. Wild Neighborhoods is a multi-partner effort to raise awareness of wildfire risk and wildlife conflicts. Although JHCA successfully visited with 50 households, they acknowledged that their survey efforts only required residents to listen to interviewers, rather

than implement risk reduction strategies. The report references the 2015 One22 Latino Community Assessment “*Advertising, networking, food, and/or perfect venues will not succeed in attracting the Latino community if the program or project lacks relevancy and urgency. Our Latino neighbors are working long hours and taking care of their families, which is more than a full-time endeavor. In order to engage more Latino residents in Jackson, it will be important to find reasons for them to care about these environmental issues and assist in helping make personal connection to the issue.*”

Long-billed curlews- Jay Carlisle of Intermountain Bird Observatory (IBO) recently communicated that curlews (AJ, HA, JX, and Bill Longington) fitted with GPS transmitters on the National Elk Refuge and Kelly Hayfields last year have initiated their northern migration from central and northern Mexico. The project was partially funded with a TCD Wildlife Program budget line item. Due to budgetary constraints this year, IBO will not be sending a crew to Jackson this breeding season. However, wildlife staff from Grand Teton National Park will continue nest searching Kelly Hayfields in order to locate active nests in advance of herbicide application. Real-time curlew tracking is available at: https://schall11.github.io/curlew_vision/.

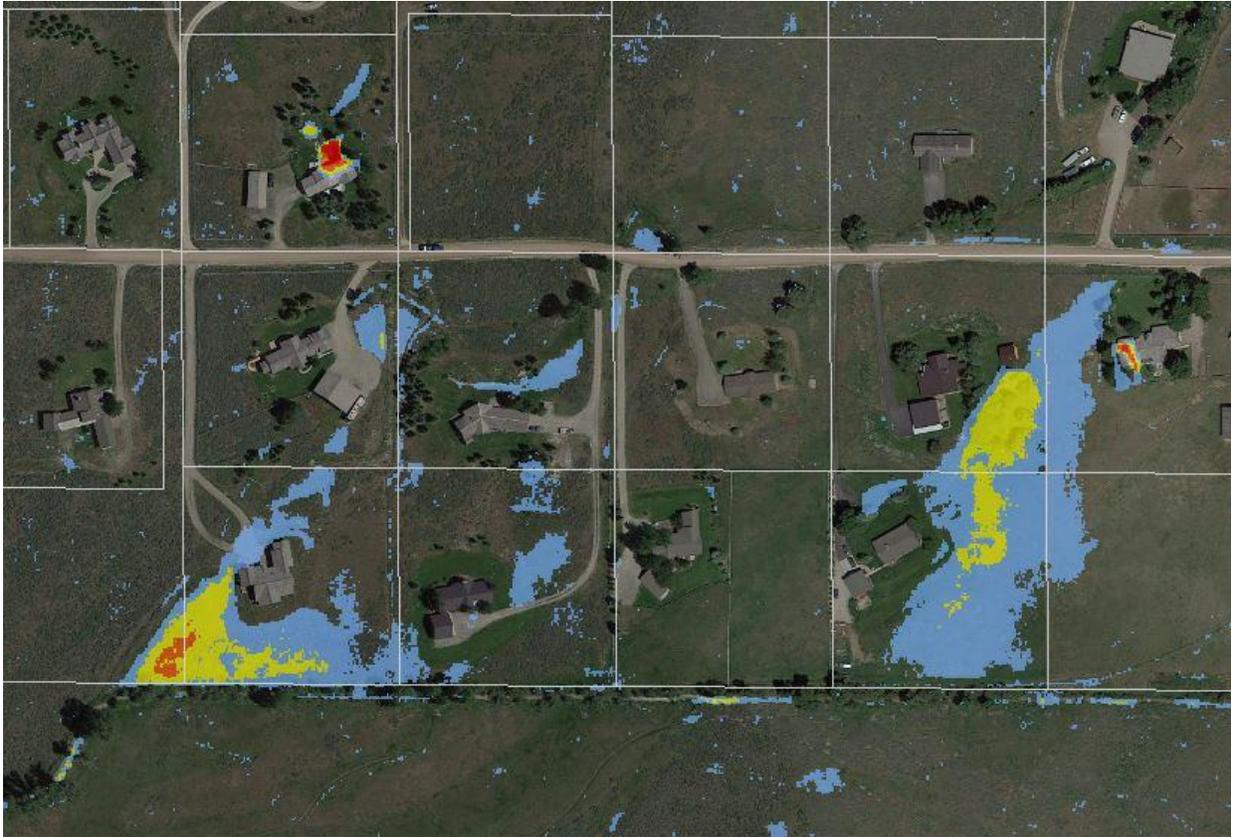
Program Area: GIS & Mapping / Information Technology

Wyoming Public Lands Initiative (WPLI)- Prior to the March, 2018, Teton County WPLI meeting I assisted several stakeholders with conversion of their respective proposals into Google Earth format. I also incorporated a variety of reference layers (roads, trails, inventoried roadless areas, topographic maps, etc.) into a master Google Earth file, for the group as a whole.

Landscape Change Monitoring System (LCMS)- LCMS is an interagency US Geological Survey-US Forest Service program supporting change detection needs for vegetation mapping, burn severity trends, fuel characteristics, and land cover status. During a recent meeting Brian Goldberg, Resource Information Manager with Bridger-Teton National Forest (BTNF) indicated LCMS was planning to use BTNF as a pilot area to fine-tune change detection algorithms addressing different types and rates of change over a variety of cover types. I asked whether LCMS would consider including private lands in Teton County as part of the analysis. Brian indicated that LCMS liaisons were amenable to expanding the survey area to cover the majority of private lands. Resolution of satellite imagery pixels harnessed for the project range from 10 – 30 meters. While it is unclear how pertinent derived products would be for parcel level analysis, the prospect of the work remains promising.

Google Imagery- Simeon Caskey, Branch Chief of Physical Science with Grand Teton National Park, notified TCD that the Cooperative Agreement for Snake River headwaters gauging and Remote Sensing (purchase of Google Imagery from TCD), has cleared final review. He is working with National Park Service staff to issue payment to TCD for the shared cost of the imagery.

Lidar Difference Grid- After Carlin responded to flooding on Moulton Loop earlier in late March, we investigated a lidar derived layer that appears to serve as a suitable proxy for flood risk. The lidar difference grid highlights low areas that are bracketed by roads/ditches and are typically drained by culverts. There is potential to further develop this surface into a more user-friendly flood risk layer, that could be distributed to homeowners and emergency management agencies.



Moulton Loop parcels impacted by flooding on 3/23/18, overlain with lidar derived difference grid.

Chauncey Smith, Natural Resources Technician

Information Items:

Program Area: GIS & Mapping / Information Technology

Water Layer – I've been working to add names and permit information from all available sources to the TCD water layer. Attribute information has already been incorporated from Bridger Teton's water layer, National Hydrography Dataset, State Engineers Office (SEO) spatial records, SEO linen maps, Grand Teton National Park ditches, paper maps labeled by Dave Adams, and some of the SEO ePermit maps. I'm still working to download more SEO maps from ePermit. Carlin, Morgan and I met with Hayes Buxton, the local Wyoming SEO hydrographer/commissioner, to give him a preview of the water layer and discuss collaboration opportunities. He was very impressed with what we had so far and is interested in contributing information and using the layer.

Program Area: Water Resources

Quality Assurance / Quality Control (QA/QC) – Carlin and I ran QA/QC checks on Fish Creek field and lab data paper records and the SQL database records for 2016.

Septic System Cost Share - I read through the new Jackson Hole Clean Water Coalition website for grammar and clarity. I updated the printed Septic System Cost Share materials and binder.

Caroline Baker, Communications Specialist

Information Items:

Program Area: Administration

TAC Grants- All TAC grant letters have been sent out, with the majority signed and returned.

MOA Partners- Yellowstone-Teton Clean Cities (YTCC) – Attended the launch of the START Bike program on Thursday, April 12.

Program Area: Sustainability

Hidden Hills Marketing Plan – Met with Orijin to finalize plans for the Wildfire Risk Reduction Program (WRRP). Signed a contract to begin work on deliverables. Designed and developed a Save the Date for the WRRP evening event to be held at Greg Nelson’s home on May 13.

Program Area: Water Resources

Clean Water Coalition- Worked with Carlin and partners to launch the JH Clean Water Coalition website. Met with TMBR to discuss the marketing strategy for the Coalition and website design. Continued to meet with Trout Unlimited and Friends of Fish Creek to further develop the roll out strategy for the Coalition.

Program Area: Communications

Social Media – Regularly posted updates about TCD on Instagram and Facebook, including promotions for TCD partner events. Average Instagram posts achieved between 10-29 likes, with 29 new followers since the last Board Meeting. Total followers on Instagram rose to 217.

Green Matters- Submitted an article for the May edition.

EcoFair – Registered TCD for a booth at the 2018 EcoFair scheduled for May 13.

Home & Garden Show- Designed and submitted an ad for TCD for the 2018 Home & Garden Show. Worked with Carlin to develop a plan for the TCD booth to promote both water and fire programs.

Tom Segerstrom, Executive Director

Action Items

Program Area: TAC Grants

February FY 2017 Coburn Meadow Restoration Project TAC Award- Pam Bode (Bridger-Teton National Forest – BTNF) contacted TCD because through various accounting and implementation oversights only \$9,901.72 of the \$15,641 TCD grant had been expended. Pam has provided a letter proposing extending the separate BTNF Cost-Share Agreement and applying funds to differing budget items (see Supplemental Materials). The original TAC Grant Award does not fund trail crew salaries and/or trail improvements. According to the grant, the BTNF must return any funds not expended on the items and in the locations called out in the TAC Grant Application by June 30, 2018. The separate BTNF Cost-Share Agreement calls for refunding any unspent funds by the completion date of the contract, which was 12/31/17 (past due). Given the changes to grant items not originally approved and the staff time involved in amending the separate BTNF contract, Pam will be presenting her request for consideration of the board at the meeting.

Recommended Motion: *Move to accept/reject the presented changes in the grant items to be funded by the February 2017 Forest Service Coburn Meadow TAC Grant Award and to direct staff to work with the BTNF to amend the US Department of Agriculture, Bridger-Teton National Forest and Teton Conservation District Cost-Share Agreement executed on March 27, 2017 in order to change the Expiration Date of the agreement noted in Section IV, Subsection T to be effective through June 15, 2018 for the final consideration by the TCD Board of Supervisors.*

Program Area: Wildlife

National Elk Refuge (NER) Step-Down Plan: There will be a discussion on expanding the potential winter range of the Jackson Elk Herd through easements or other incentives offered to private land owners as part of the Elk and Bison Management Plan and the court recommended, Step-Down Management Plan for the NER. The meeting will be on May 3, 2018 from 2-4pm at the Miller House on the National Elk Refuge. Board participation is requested.

Information Items

Program Area: Administration

Staff Recognition: Carlin Girard will be receiving a letter of recognition from the Board of County Commissioners for his efforts to assist landowners during the recent Moulton Loop flood event.

Natural Resource Conservation Service (NRCS) Local Working Group: TCD needs to select the date and venue so that NRCS can advertise and host an NRCS Local Working Group Meeting with TCD District citizens. Board representation is requested.

FY 2019 Draft Budget: The agenda includes a line-by-line discussion of the Draft “Requested Budget” provided to you at the March, 2018 board meeting (See Supplemental Materials). The requested total budget from staff and all MOA partners, constitutes an increase of approximately 7.9% over the FY 2018 budget (a potential 7.2% increase in Programs and a potential 8.8% increase in operations and payroll). Those figures would vary most depending upon the board’s discretions regarding salaries. The TCD FY2019 income at 0.8 mils is projected to increase by 5% due to increasing property valuations, and development, etc. Together with the TCD projected beginning “Cash-On-Hand” from FY2018, the requested budget is a balanced budget with roughly \$35,000 remaining. At the board’s discretion those remaining funds could:

- A) Contribute to additional TAC funding
- B) Contribute more funds to the board’s Discretionary line item
- C) Put additional funds into existing program line items that will not require more staff time (a contract or increase an existing cost-share or favored line item)
- D) Erase the additional funds by reducing the mil levee
- E) Make selected cuts from the requested budget line items beginning with MOA partner requests to create further mil levee reductions

Program Area: Restoration and Sustainability

Yellowstone-Teton Clean Cities (YTCC): YTCC hosted a workshop funded by TCD that was focused on fleet operators to hear about and test drive an electric hybrid pickup truck. The host was from Ford based out of Salt Lake City. About 25 people attended including St. Johns Hospital, and tour company and others. The biggest benefits are derived from start-stop driving versus long distance use. Participants were made aware of the \$3,000 incentive payments funded

by TCD for electric vehicle purchases. During extended cold periods the battery efficiency was estimated to drop only by about 10% because the battery compartment is heated by the vehicle when in use. Participants were reportedly impressed by the engine performance.

Integrated Solid Waste and Recycling (ISWR): There will be an “after hours” Household Hazardous Waste (TCD subsidized) and open house event for the public from 4-7pm on May 8, 2018. The Town Council will hold a plastic bag problem workshop on April 21, 2018. ISWR is re-branding the Reduce, Recycle and Reuse (RRR) program as the Road to Zero Waste Program this spring. The county approved the ISWR budget striking a \$700,000 for an animal carcass incinerator and digestion system. The current plan is to send all animal carcasses Bonneville County, Idaho until Chronic Wasting Disease is detected in Teton County at which time carcasses will be sent to Sublette County pending an agreement to do so. All excavation and transfer station renovation remain on track and within budget. The landfill cap and landscaping will be completed in the summer of 2018 and the new transfer station will be complete by August, 2019.

Seedling Tree Sales- The purpose of this item is to inform you that I received a vehement complaint from a citizen protesting the fact that TCD does not have an annual tree sale program. The person was aware of such programs in other District’s (Laramie, Wyoming and Teton County, Idaho) and felt that the primary reason that TCD did not have such a program is because the Supervisor’s think that the wealthy citizens within our District could pay full price. I noted the issues surrounding government competing with the private sector in our statutes, but she felt that point did not have merit because other Districts have such programs. I enquired about her needs and she stated that she wanted a wind row of golden willows. I assured her that I would bring forth the topic so the TCD Supervisors were aware but I also suggested that she present her interests as a member of the public to her elected TCD officials.

Full Circle Education (Full Circle) Wendell Berry Event- I attended the event that was partially funded through a TCD budget line item. Approximately 80-100 people attended. TCD was recognized as a contributor at least twice during the presentations. The demographics of the audience trended toward twenty to forty-year-old females and couples. Only one Teton County landowning agricultural producer (Barbara Hauge) was observed. Chauncey also attended and may have other observations. Friends of the Teton River was in attendance and reported that the event was a successful fundraiser.

Program Area: Planning and Development

Wyoming Public Lands Initiative (WPLI)- Four different proposals from various interest groups were presented. Proposed changes to the management and/or designations on various Inventoried Roadless Areas outside of the Wilderness Study Areas (WSA) were presented as trading pieces for WSA releases. Such management alternatives areas were then ranked by the group on their acceptability among all of the constituencies. Those rankings will be formalized for further consideration at the next meeting. In addition, some thresholds for tradeoffs were discussed such as breaking the Shoal Creek WSA on the county line for Wilderness designation in the northern half and full release in the southern half with no logging and/or oil and gas development is either half. Recent newspaper articles from Gillette and Worland state that Representative Cheney’s federal legislation releasing all Wilderness Study Areas to multiple uses will move forward for all Wyoming Counties not participating in a WPLI process. Cheney reportedly stated that recommendations from participating can be addressed upon completion of their WPLI processes by amendments to her bill.

Natural Resource Stakeholder Group (NRSB)- In the March 22, 2018 meeting, prolonged discussion about the process for evaluating habitat values within the three potential tiers of importance generated from the Focal Species Habitat Map consumed the entire meeting so that fencing regulations were not discussed. I have had several private conversations since the meeting relative to fencing regarding TCD approach and role in providing cost-share incentives directly and/or via the Jackson Hole Wildlife Foundation. In addition, private conversations in regard to incentives, and the effects of regulations to conserve habitat at the expense of scenic values including potential unintended outcomes

Program Area: Water Resources

Town of Jackson Storm Water Treatment Cost-Share Request- Larry Pardee the new Town administrator wants to move aggressively forward with storm water planning in relation to the Cache Creek Tube in the center of Town and adding perhaps two treatment structures for street runoff on the southern portion of Town along Highway 89. He provided TCD with the projected Town cost of \$240,000 for the treatment structures. In the past, TCD has provided a 50:50 cost-share with the Town on storm water treatment structures such as swirl tanks. At this time, the Draft FY2019 TCD budget has \$65,000 as a line item for the treatment Structures. As directed now or with a specific request with actual costs at the time of installation in 2019 the board may want to consider further cost-share funding.

Flat Creek Watershed Improvement District (FCWID)- The FCWID approved their budget that includes a request that TCD fund a large portion of the fourth year of the Winter Ice Study. The funding requested is \$29,000 of the perhaps \$33,000 cost. The FY2019 FCWID's budget is also intended to fund the implement of up to three, site-specific, flood remediations projects this summer and/or fall working with landowners and water right holders. The winter ice study is intended to bolster understanding of flooding characteristics and track the outcomes of the flood remediation projects. The FCWID taxpayer assessment will remain constant for FY2019 with the goal of further building reserve funding for future projects as they are identified.

U.S. Army Corps of Engineers (USACE) Levee Maintenance Supplemental Environmental Assessment (SEA): Wyoming Game and Fish Department forwarded the SEA with three days remaining in the public comment period (see Supplemental Materials). Carlin and I reviewed the document and noted that it did not include any considerations for cutthroat trout such as fish passage. We also noted that neither TCD nor the County had been included early in the EIS process as potential Cooperating Agencies with long-range Land Use Management Plans. Finally, we commented that the Alternative #3 that included levee setback was removed from the analysis in spite of the proposals from TCD and the County to do just that. Subsequent conversations with Kenny Kobberling with Operations and Management (O&M) clarified that the exclusion of levee setbacks under O&M would not preclude them under the Snake River Restoration Program.

Communications with Senator Barrasso's Office- Carlin assisted me in providing information to Senator Barrasso's Office, Natural Resource Staff, Travis McNiven regarding 2017 Snake River levee and Jackson Lake Dam management in relation to downstream flooding, damages and flows. After discussions with Dave Gustafson with Teton County Road and Levee, the four areas of flooding that occurred last spring relative to both Army Corps and Teton County Levees were described to Travis. The pending replacement of Cattleman's Bridge funded by WYDOT prior to the wash out of the bridge was identified. Carlin provided the flow charts for 2017 relative to the historical minimum, mean and maximum flows. Travis was unaware that the flows

below Jackson Lake are highly influenced by the unregulated flows of several significant tributaries and that the bridge had already been identified for imminent replacement. Travis was also impressed with the level of local and interagency communication and coordination on the management of the levee and dam systems.

Teton County – NRCS Report

April 2018

April 25, 2018 Meeting

Confidential Information – Please do Not Release



TCD Apr. 25 Board Packet 32

United States Department of Agriculture

NRCS Update:

Program Status Update:

- Nothing to report at present.

Other items:

- I apologize I cannot be at the April 25th TCD meeting due to an NRCS meeting I have in Casper.
- NRCS is required each year to have a Local Work Group (LWG) meeting. The purpose of the meeting is for NRCS to receive feedback from partners and the public regarding USDA – NRCS programs. This year, NRCS has asked the Districts if they want to host the LWG meetings. NRCS strongly supports the Districts running the meeting and agenda. If the districts do not want to run the meeting, then NRCS will organize the LWG meeting in cooperation with Districts to comply with NRCS policy.

Regarding a deadline, the meeting needs to be held early enough so that all southwest WY Districts can compile their comments / results for the July 17 NRCS State Technical Meeting in Casper. The meeting needs to be advertised for two consecutive weeks in local newspapers prior to the meeting. I believe mid-May through June is basically what we have to choose from. Gary is happy to work with the TCD staff to coordinate an agenda, a date and a location for the Teton Local Working Group meeting. The meeting location can be anywhere in Teton County, WY. Gary has emailed the dates that he is unavailable to TCD staff, so that if the Board selects a date on April 25, it can be a date that Gary is available.

- The most recent snow report is attached (Apr 16, 2018).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary Blazejewski".

Gary Blazejewski
District Conservationist
USDA-NRCS, PO Box 1606, Afton, WY 83110
Office (307-226-3037)
gary.blazejewski@wy.usda.gov

Report #21

Wyoming – NRCS Weekly Snow Report

TCD Apr. 25 Board Packet 33

Apr 16, 2018

A good day to everyone! This is the 21st Snow Report for Water Year 2018 (2017-2018 snow season). Currently the state's SNOTELs are reading 125% of median with a basin high of 276% and a basin low of 75%. Last year at this time the state was at 132%, and at 87% in 2016. The map may differ slightly from the table depending upon how many stations were reporting at the time. This report and a map displaying basin SWE percentages of median for the state may be found at: <http://www.wrds.uwyo.edu/wrds/nrcs/nrcs.html>. The westwide map is provided for reference.

For information on the use of median vs. average go to http://www.wcc.nrcs.usda.gov/normals/median_average.htm

Figure 1 -- SNOW WATER EQUIVALENT AS PERCENT OF MEDIAN. The following table shows the percent of median for today, the 2 previous weeks, one year ago, and two years ago for Wyoming basins. Normal (median) is based on all reporting SNOTEL sites in the basin with calculated medians (newer SNOTEL sites do not have medians figured), but does not include manually measured snow courses. The statewide SNOTEL percent of median is a percent of median using all SNOTEL sites in Wyoming with calculated medians. The weighted state average is figured using the area of basins (square miles). The reference period for computing medians is 1981-2010.

Basin	4/16/2018	4/10/2018	4/2/2018	4/16/2017	4/16/2016
Snake	136	129	121	152	92
Madison	128	123	120	117	83
Yellowstone	175	168	157	144	85
Wind	121	120	116	191	91
Bighorn	133	131	125	120	74
Shoshone	168	168	151	145	80
Powder	128	129	123	101	70
Tongue	117	112	104	112	61
Belle Fourche	276	187	133	0	0
Cheyenne	162	135	110	0	0
Upper North Platte	97	96	90	89	95
Sweetwater	85	87	85	185	85
Lower North Platte	75	75	71	82	100
Laramie	114	110	108	89	110
South Platte	131	116	111	108	136
Little Snake	83	84	80	73	90
Upper Green	136	132	123	171	90
Lower Green	96	91	87	142	99
Upper Bear	81	78	77	143	83
Statewide SNOTEL Percent of Median	125	119	113	132	87
Weighted State Average (Area)	126	118	109	113	79

red = down

blue = up

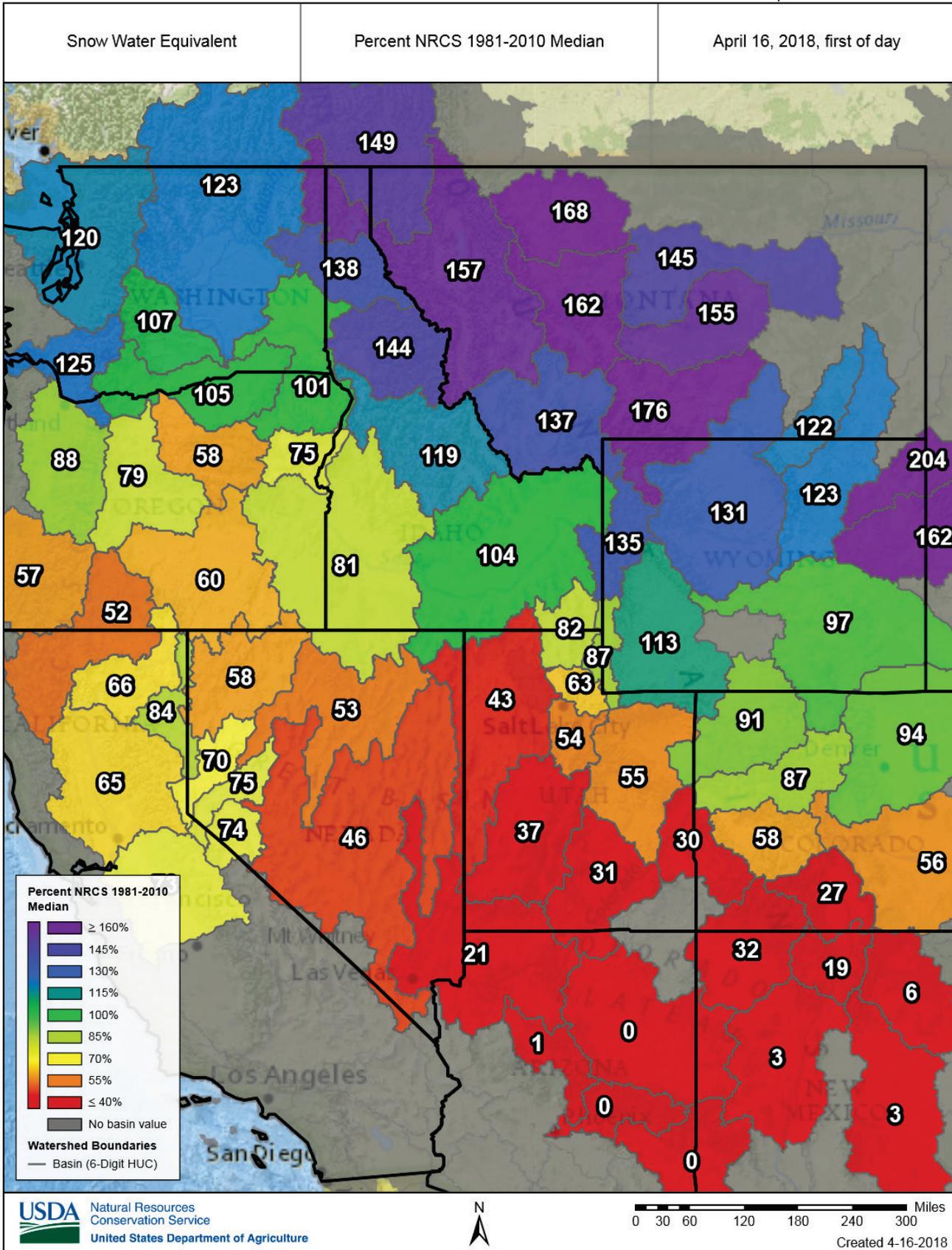
green = same

* data is suspect

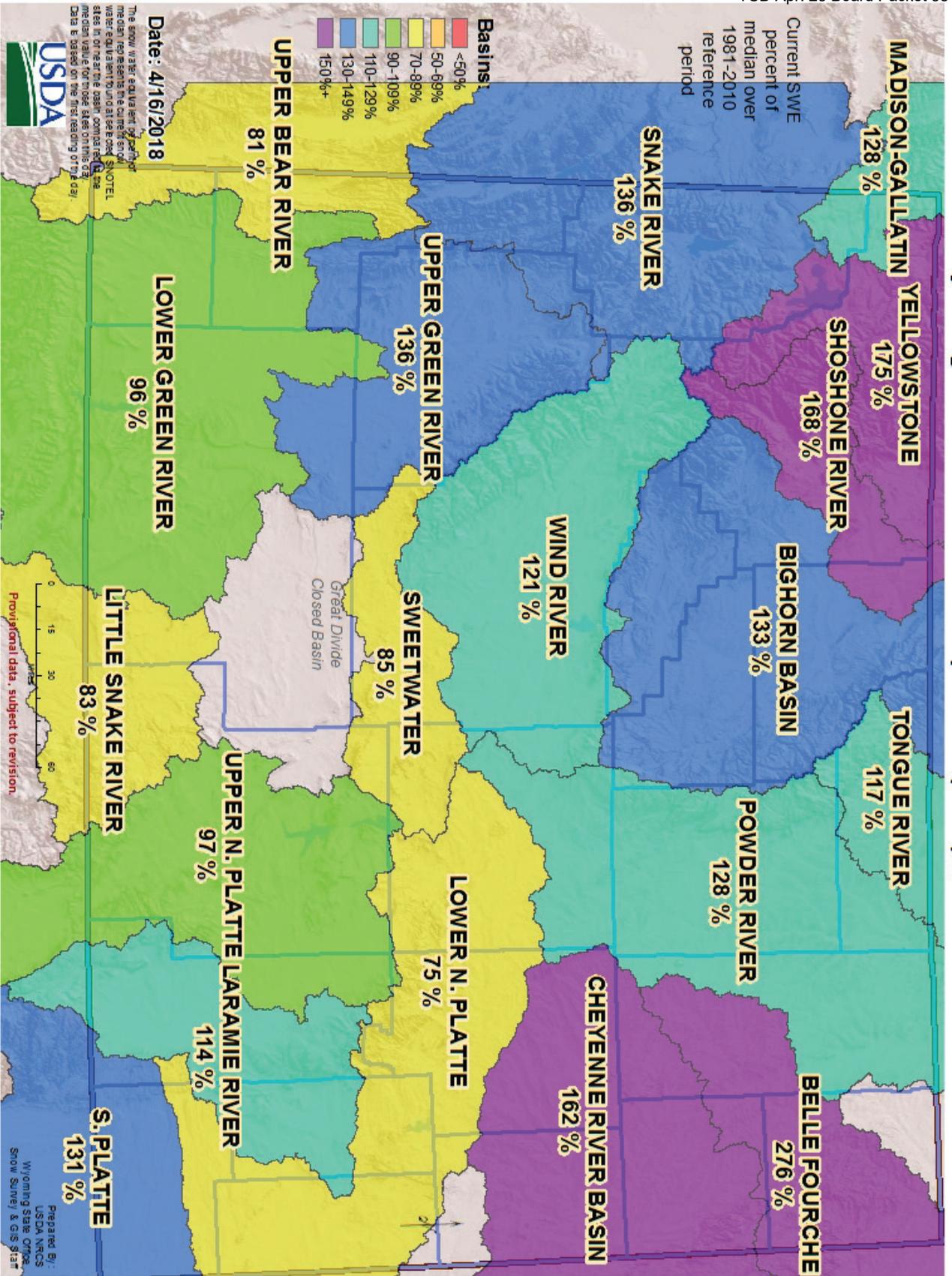
For more info contact:

Ken Von Buettner
kenneth.vonbuettner@wy.usda.gov
 (307) 233-6743

NRCS Snow Survey
 100 East B St., Room 3124
 Casper, WY 82601



Wyoming Basins Snow Water Equivalent (SWE) % of Median



Cooperative Agreement

P18AC00368

Between

THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE

AND

Teton Conservation District, Jackson, Wyoming

DUNS No: 840276229

420 W. Pearl Ave, P.O. Box 1070

Jackson, WY 83001-1070

Teton County

CFDA: 15.954 National Park Service Conservation, Protection, Outreach, and Education
Project Title: Snake River Headwaters gage and Remote Sensing for Grand Teton National
Park and Surrounding Areas

Amount of Federal Funds Obligated: Refer to Article VI (A) of this agreement.

Period of Performance: 5/1/2018-5/1/2023

This Cooperative Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and Teton Conservation District, Jackson, Wyoming (Recipient).

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to enter into a partnership with the Recipient for purposes of cooperatively operating the Snake River gage at Moose, Wyoming, (13013650) and to coordinate in the acquisition, processing, and analysis of remote sensing data for Grand Teton National Park and surrounding areas. This agreement outlines procedures and direction for 1) continued Snake River gage operation, and 2) acquisition, use, and future research applications of the aerial imagery, and the purchase and transfer of data to the NPS.

The Recipient's mission and staff expertise is unique to the local geographic area, and with significant staff time contributions they provide important hydrologic and remote sensing analysis and products to the NPS and other local partners for emergency management and environmental analysis. This agreement is continuing an ongoing project and associated agreement to operate and maintain the Moose Stream Gage, which has a successful past 15-year history benefitting entities, communities, and governmental agencies beyond the NPS and Recipient. Continuing this project through a new agreement ensures the integrity of past, present, and future information from this long-term dataset that informs public health and safety needs, water supply planning, recreationists and commercial providers of access to public lands and riverways, and land managers involved in other cross-jurisdictional issues.

Snake River Gage

This agreement ensures the 1) continued operation and maintenance of the monitoring equipment and its sensors and 2) collection, analysis and reporting of stream flow, stage height, and water quality data at the Snake River Gage at Moose, Wyoming. This gage and the long-term data record it provides are critical information for NPS, the Recipient, Teton County, and surrounding land management agencies, for water supply, water quality, and emergency flood preparation and response. The Recipient contributes significant resources to this project, utilizing their skills and staff time to manage large datasets and providing real-time outputs and analysis that informs flood planning and emergency management efforts on a daily basis during peak runoff season each year.

The public benefits from the availability of stream flow and water quality information critical to natural resources planning and management for all agencies in Teton County involved in water supply planning, flood planning, and water quality issues, from the information available through continuation of the Stream Gage at Moose. This project enables this long-term information to be collected subject to rigorous quality control, and disseminated on federal and other websites open to the public in general, and to the communities, agencies, and individuals who use this information in planning and management of natural resources, agriculture, infrastructure, and emergency preparedness and response. Information including primary data and products of data analysis will be disseminated to the public in several different ways, and will increase public knowledge about the natural resources around them, as well as inform decisions of the responsible agencies for better protection of resources, facilities, and humans.

Remote Sensing

Very High Resolution (VHR) Imagery and remote sensing data has become more prevalent and less expensive over the past decade with improving technology, more satellites being launched, and less restrictions for civilian use. The application of this data and its derived products are vast, and have significant public benefit, including disaster/emergency response, change detection over time, vegetation/land cover classifications, mapping/cartography products, environmental analysis, and incorporation into interpretation and outreach products geared towards shared environmental stewardship. Specifically, the NPS and Recipient plan to use the imagery to produce highly accurate mapping of hydrographic features, such as rivers, lakes, wetlands and irrigation infrastructure, allowing the cooperators and other agencies and individuals to better manage water rights in conjunction with the Wyoming State Engineers Office, prepare for flood response by identifying high-risk areas, and provide temporally current imagery to Search and Rescue personnel about dynamic river and mountain environmental conditions. The VHR products will also inform discussions already underway to restore BLM and NPS parcels in the Snake River floodplain in and south of Grand Teton NP where significant planning and environmental analysis done in the past two decades awaits action to use United States Army Corps of Engineers funding to accomplish improved river access and recreation for thousands of public users.

Currently, significant remote sensing data has already been collected, on June 21-22, 2017, with a resolution of 6” across an area over 3400 km². This imagery of Grand Teton National Park and surrounding areas is of greater coverage and higher resolution than currently is held in the public realm by the Recipient, NPS or other public entities in the geographic area.

The Recipient is actively pursuing current VHR satellite imagery for the public benefit at a cost that is one-fifth of typical commercial price, and wishes to cooperate with the NPS in the acquisition, analysis and implementation of products on NPS and adjacent lands. The Recipient can more effectively and efficiently use funds and personnel to acquire and use this data for future research by partnering with the NPS to produce hydrographic, emergency planning, land cover data and other deliverables.

Through this cooperative agreement, the Recipient and NPS will be able to jointly leverage financial and technical resources for the protection and understanding of natural resources, as well as engagement and benefit of the local and national public that neither organization could procure on its own.

Teton Conservation District Background

The mission of the Teton Conservation District (TCD) is to promote conservation and management of natural resources—air, land, water, vegetation, and wildlife—through watershed-based research, education, conservation practices, cooperative projects, and on-the-ground actions to ensure the health, safety and general welfare of the people and resources of this area.

Within the Teton Conservation District’s mission, the importance of community education and information is emphasized. TCD believes that information about conservation issues is vital to the well-being of the community and its resources. They implicitly recognize that information and education are support activities which are elemental to the successful attainment of our shared goals.

ARTICLE II – AUTHORITY

NPS enters into this Agreement pursuant to:

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Service Appropriated Funds
54 U.S.C. §101702(b) Cooperative Agreements, Cooperative Research and Training Programs

ARTICLE III – STATEMENT OF WORK

- A. The Recipient (TCD) agrees to:
1. Provide for operation and maintenance of the Snake River gage at Moose, with funds supplied to the recipient by NPS annually.
 2. Serve as the local partner for NPS in coordinating annual funding for the gage.
 3. Provide near real-time hydrologic analysis and products to NPS and other partners for the purposes of emergency preparedness and response, flood planning, land restoration and/or management and stewardship.
 4. Contract with remote sensing providers to acquire products (e.g., True Color and Color Infrared Imagery with 6” resolution) for Grand Teton National Park and surrounding lands.
 5. Work with NPS on collaborative project planning, compliance, and monitoring of project progress and results.
 6. Provide NPS with all acquired data, products, and analysis produced as requested, specifically, tiled electronic imagery files, all derived digital hydrographic data, and hydro-flattened and hydro-enforced elevation products.
 7. Ensure that aerial imagery products meet NPS standards and requirements.
- B. NPS agrees to:
1. Provide financial assistance as provided for in Article VI. In the event of lack of available funds for each fiscal year, NPS will notify TCD as soon as possible and work together to find solutions for continuation of funding for the gage.
 2. Provide TCD spatial information on areas of interest, information for flood planning and water supply derived from gaging station data, vegetation classification, land cover, emergency response, noxious weeds and other items derived from aerial imagery, and other support necessary in scoping, planning, and implementing collaborative projects.
 3. Assign Grand Teton’s physical scientist or other appropriate NPS employee(s) as point of contact for information needed in project planning, design, and implementation.
 4. Monitor project progress and products, and assist in dissemination and analysis of information derived from them. Complete project-related forms in conjunction with TCD.
 5. Review and approve project results, approving each phase of projects prior to the commencement of subsequent phases.
 6. Assist in processing, analyzing, and disseminating remote sensing data.
 7. Assist in utilizing the imagery and materials produced to educate the public.
- C. The Recipient and NPS, jointly, agree to:
1. Cooperate in the long-term funding of the Stream Gage at Moose

2. Undertake annual meetings for planning and closeout briefings to affirm availability of funds for each fiscal year.
 3. Provide financial assistance documents as necessary for all TCD and federal regulatory requirements.
 4. Create schedule of work.
 5. Jointly identify and prioritize areas and products to focus on for maximum resource and public benefit.
- D. The project and other activities pursuant to this Agreement will be individually authorized by separate NPS task agreements, with each project or activity having a separate statement of work and budget developed cooperatively between the NPS and Recipient.

ARTICLE IV – TERM OF AGREEMENT

The Agreement will become effective upon the date of the last signature in Article XIII (Effective Date) and will expire 5 years from that date (Expiration Date), unless terminated earlier per Article XI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Awarding Officer (AO):

Tina Holland
Financial Assistance Officer
National Park Service
Intermountain Region
P.O Box 168
Yellowstone National Park, WY 82190
Phone: 307-344-2082
Cell: 406-589-5586
Fax: 307-344-2079
Email: tina_holland@nps.gov

Agreement Technical Representative (ATR):

Sue Consolo-Murphy
Chief, Science & Resource Management
National Park Service

Grand Teton National Park
PO Drawer 170
Moose, WY 83012
Phone: 307-739-3481
Email: Sue_consolo-murphy@nps.gov

Technical Expert:

Simeon Caskey
Physical Sciences Branch Chief
National Park Service
Grand Teton National Park and
John D. Rockefeller National Memorial Parkway
PO Drawer 170
Moose, WY 83012
Phone: 307-739-3493
Email: Simeon_caskey@nps.gov

2. **For the Recipient:**

Emily Hagedorn-Wegher
Administrative Manager
Teton Conservation District
420 W. Pearl Ave.
PO Box 1070
Jackson, WY 83001
Phone 307-733-2110
Fax: 307-733-8179
Email: emily@tetonconservation.org

Technical Expert:

Morgan Graham
GIS/Wildlife Specialist
Teton Conservation District
420 W. Pearl Ave.
PO Box 1070
Jackson, WY 83001
Phone: 307-733-2110
Fax: 307-733-8179
Email: morgan@tetonconservation.org

- B. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.

- C. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, the amount of financial assistance and any other special terms or conditions applicable to that project tasks.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
2. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
4. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

6. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
7. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE VII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE VIII – INSURANCE AND LIABILITY

- A. **Insurance.** The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- B. **Insured.** The federal government shall be named as an additional insured under the recipient's insurance policy.
- C. **Indemnification.** The recipient hereby agrees to indemnify the federal government, NPS or from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for anyone claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Recipient Name] shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives].

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.

D. Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS AO with a copy to the NPS Agreements Technical Representative via email.
- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

ARTICLE X – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

ARTICLE XI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- b) **Determination of Allowable Costs:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

- c) **Audit Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

- d) **Code of Federal Regulations/Regulatory Requirements:**

2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;

2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Government wide Debarment and Suspension (NonProcurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Sub awards and Executive Compensation”.

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication

whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.

11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

a) **Special Provisions**

1) **Public Information and Endorsements**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.

- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
 - c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
 - d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - e) Recipient further agrees to include this provision in a sub award to a sub recipient, except for a sub award to a State government, a local government, or to a federally recognized Indian tribal government.
- 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337.
- 5) **Audit Requirements**

- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
- 6) **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- 9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
 - a) Provisions applicable to a recipient that is a private entity.
 - 1. You as the Recipient, your employees, sub recipients under this award, and sub recipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub awards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub recipient that is a private entity–
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a. Associated with performance under this award: or
 - b. Imputed to you or the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (NonProcurement),” as implemented by our agency at 2 CFR part 1400.
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub recipient that is a private entity–
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (NonProcurement),” as implemented by our agency at 2 CFR part 1400.
- c) Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any sub award you make to a private entity.
- d) Definitions. For purposes of this award term:
1. “Employee” means either:
 - i. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this awards; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity” means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. Includes:

- a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11) Reporting Sub awards And Executive Compensation

- a) Reporting of first-tier sub awards.
 1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a sub award to an entity (see definitions in paragraph E. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.frs.gov>.

- ii. For sub award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.
- b) Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Sub recipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier sub recipient under this award, you shall report the names and total compensation of each of the sub recipient's five most highly compensated executives for the sub recipient's preceding completed fiscal year, if—
 - i. In the sub recipient's preceding fiscal year, the sub recipient received—
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. Where and when to report. You must report sub recipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the sub award. For example, if a sub award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required

compensation information of the sub recipient by November 30 of that year.

- d) Exemptions.
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Sub awards, and
 - ii. The total compensation of the five most highly compensated executives of any sub recipient.
- e) Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a sub recipient under an award or sub award to a non-Federal entity.
 - Executive means officers, managing partners, or any other employees in management positions.
 - Sub award:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub recipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.

- iii. A sub award may be provided through any legal agreement, including an agreement that you or a sub recipient considers a contract.
- Sub recipient means an entity that:
 - i. Receives a sub award from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the sub award.
- Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12) **Conflict of Interest**

- a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or

present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13) **Minimum Wages Under Executive Order 13658 (January 2015)**

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant sub award costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Sub recipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Sub recipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(I) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(7) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(8) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(9) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(10) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(11) The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24](#)(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Sub recipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213](#)(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(a).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213](#)(a)(1) and [29 C.F.R. § part 541](#)).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Sub recipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Sub recipient compliance with the requirements of this clause and may be held liable for unpaid wages due Sub recipient workers.

(k) *Sub awards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all sub awards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

ARTICLE XIII – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

- Attachment A. SF-424 – Application for Federal Assistance
- Attachment B. SF-424A – Budget Information – Non-Construction Programs
- Attachment C. SF-424 B – Assurances – Non-Construction Programs
- Attachment D. Budget Overview

The Standard Forms (SF) can be downloaded electronically at www.grants.gov or by contacting the NPS Awarding Officer.

ARTICLE XIV – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR TETON CONSERVATION DISTRICT

Dave Adams
Chairman

Date

FOR THE NATIONAL PARK SERVICE

Tina Holland
Awarding Officer

Date

Attachment A
SF-424 – Application for Federal Assistance

Attachment B
SF-424A – Budget Information – Non-Construction Programs

Attachment C
SF-424 B – Assurances – Non-Construction Programs

Attachment D
Miscellaneous Attachment(s)

Emily Hagedorn

From: Wyoming <Wyoming@openthebooks.com>
Sent: Tuesday, March 27, 2018 12:57 PM
To: Emily Hagedorn
Subject: New Open Records Act - Conservation District of Teton submitted on 03/27/2018

Importance: High

Follow Up Flag: Follow up

Flag Status: Flagged

03/27/2018

Records Access Officer:

Pursuant to the Open Records Act, this is a request for a copy of the following records: An electronic copy of any and all employees for year of 2017, (fiscal or calendar year). Each employee record should contain the employer name, employer zip code, year of compensation, first name, middle initial, last name, hire date (mm-dd-yyyy), base salary amount, bonus amount, overtime amount, gross annual wages and position title. This data should be broken down by employer, employee and year.

The principal purpose of this is to make this information more accessible to the public and to access and disseminate information regarding the health, safety, and welfare of the general public. This request is not principally for personal or commercial benefit. Our agency is just exercising the general rights of the public. For these reasons, we are requesting a waiver of fees. If there is a charge for this service, please obtain my approval in writing prior to proceeding with request.

All documents can be e-mailed to Wyoming@openthebooks.com or mailed in electronic format (preferred format would be .csv or .xls). If any documents are not provided in the format specified, please provide the state or federal statutes relied upon for that decision. If any record or portion of a record responsive to this request is contained in a record or portion of a record deemed unresponsive to the request, I would like to inspect the entire document. Under the Open Records Act/Freedom of Information Act, all non-exempt portions of any partially-exempt documents must be disclosed. If any records or portions of records are withheld, please state the exemption on which you rely, the basis on which the exemption is invoked, and the name of the individual responsible for the decision.

Thank you for your prompt consideration of my request. If you have any questions, or if I can be of any assistance, please e-mail me at Wyoming@openthebooks.com

Sincerely,

Justin Kramer

American Transparency

P.O. Box 970999

Boca Raton, FL 33497-0999

April 9, 2018

Mr. Justin Kramer
American Transparency
P.O. Box 970999
Boca Raton, FL 33497-0999
VIA US Mail and EMAIL to Wyoming@Openthebooks.com

Dear Mr. Kramer:

The Teton Conservation District (the "District") is in receipt of an email dated March 27, 2018 wherein you requested the following information:

An electronic copy of any and all employees for year of 2017, (fiscal or calendar year). Each employee record should contain the employer name, employer zip code, year of compensation, first name, middle initial, last name, hire date (mm-dd-yyyy), base salary amount, bonus amount, overtime amount, gross annual wages and position title. This data should be broken down by employer, employee and year.

We are unable to fulfill your request because an electronic document containing the information you are requesting does not exist in the District's files. Pursuant to Wyoming Public Records Act (Wyo. Stat. §16-4-201 *et. seq.*), you have the right of inspection of public records at the District Offices, located at 420 W. Pearl Avenue, Jackson, Wyoming 83001 during regular business hours, which are Monday through Friday 8 a.m. to 5 p.m. If you desire to inspect specific records that may be related to your request, please contact our office to schedule an appointment, as such records will need to be gathered by our staff. Pursuant to Wyo. Stat. § 16-4-204(a) and the District's Public Information and Data Release Policy, the District charges reasonable fees for copying of records.

Please don't hesitate to contact me if you have any questions.

Regards,



Tom Segerstrom
Director, Teton Conservation District
Custodian of Records

cc: Dave Adams, Emily Hagedorn

Teton Conservation District
420 West Pearl Street
Jackson, Wyoming 83001

Tuesday, February 20, 2018

To whom it may concern:

This letter is a formal request for an extension on our TAC grant entitled, "Are Aspen Stands Effective Fuel Breaks?" We were able accomplish task 1.1 (see below), during the original duration of the grant, but we were not able to accomplish Tasks 1.2-1.5 due to the prescribed fire not being burned last fall. The Forest Service went into a Planning Level 5 status, under which, no new prescribed fires can be started. Due to the limited resources of the USFS and the many wildfires that were burning last fall in the intermountain west, the decision was made to not allocate resources to prescribed fires. As a result, our project was put on hold, and we hope to be able to accomplish the rest of this project in the fall of 2018.

Project Overall Objective: To quantify how fire behavior and effects may differ between conifer and aspen stands.

Task 1.1 (Accomplished Summer 2017): Quantify pre-fire fuel loads and forest structure in adjacent aspen, conifer, and mixed forest patches planned to be burned in in a prescribed fire managed by the Bridger-Teton National Forest and Teton Interagency Fire at Bryan Flats in the late summer/early fall of 2017.

Task 1.2: Quantify fire spread rate and flame lengths during prescribed fires in aspen, conifer, and mixed forest stands.

Task 1.3: Quantify post-fire fuel loads, char heights, and tree mortality in aspen, conifer, and mixed forest stands.

Task 1.4: Organize, clean, and analyze the data to examine similarities and differences in fire behavior and effects in aspen, conifer, and mixed stands.

Task 1.5: Write final report and manuscript with research findings.

With that background in mind, we are asking for an extension of the grant so that we may give this project a second try next fall. Out of the \$11,080 funds allocated for this project, \$1,360 has been spent, leaving \$9,720 to roll over to next year if an extension is granted.

Please contact me with any questions you may have.

Best wishes,



Kevin Krasnow, Ph.D., Independent Consultant
2001 Corner Creek Lane #44
Jackson, WY 83001
kkrasnow@gmail.com
307-203-7511



United States Department of the Interior

FISH AND WILDLIFE SERVICE

National Elk Refuge
P.O. Box 510
Jackson, Wyoming 83001

April 9, 2018

Teton Conservation District
420 West Pearl Street
Jackson, Wyoming 83001

Dear TCD Staff,

This letter serves as formal request to extend the TAC grant for, "Vegetation Treatments and Analysis Project" at the National Elk Refuge. The original project proposal was based on the following timeline:

Project Timeline

- 1) Spring 2017: Complete monitoring plan.
- 2) Spring 2017: Finalize scheduling of field time.
- 3) Summer 2017: Identify soil types at treatment sites and build seed mixes.
- 4) Summer 2017: Identify plant communities at treatment sites at a fine scale. Implement
- 5) monitoring program to get baseline production and cover data.
- 6) September 2017: Plant using NER equipment.
- 7) Summer 2018: Assess establishment success.
- 8) Summer 2019-Summer 2020: Collect and analyze cover and production data.
- 9) December 2020: Complete analysis and disseminate results.

To date we have completed tasks 1 through 5. In consultation with project collaborators we decided to delay seeding (task 6) until Spring 2018. Delaying planting until Spring ensured that seed was not washed away during the late-winter melt and will likely be more successful than a Fall planting. Sufficient seed has been ordered to plant 160 acres on 5 different sites. We anticipate seed delivery this week, will plant in late April to early May 2018, and will irrigate seeded areas from May to July 2018 to facilitate establishment. This timeline will still enable us to assess establishment success (task 7) in late summer 2018 as scheduled.

Sincerely,

Eric K. Cole



Bear Conflict Mitigation: Removal of Conflict Apples From The Backyards of Teton County

Proposal for TCD FY 2019

Prepared for the Teton Conservation District

Proposal:

After the success of 2017, Beartrap Ciderworks LLC (BC) would like to propose an expansion to the current program. With the learning from last year, BC feels that we can lower the cost of apple harvesting to half of the value from the previous year. This includes the entire process, from the upfront planning to removal and locally composting of any non-pressable apples. We look forward to working toward a drastic reduction in the presence of non-native fruit bearing trees in the county. Below you can find a comparative estimation of our hopes for the harvest this year.

Year Over Year Expansion of Project			
Year	2017	2018 (Proposed)	% Change
Cost/Tree	\$200.00	\$100.00	-50%
Trees Harvested	60	150	+250%
Cider Produced	~100 Gallons	~250 Gallons	+250%
Apple Yield (lbs)	~4,800	~12,000	+333%
Cider Produced for Public Consumption & Sale (units)	0	1500 16 oz cans and 10 kegs	infinite

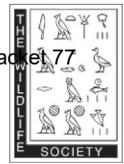
*Note: As with the previous years harvest, this proposal is only for our maximum harvest potential. If trees harvested only yields 150 trees, then the proposal would only be for \$15,000. The above represents our goals for the harvest with revised tactics and manpower.

Additional optional extensions:

- Offer tree owners the chance for replacement through previous TCD initiatives when appropriate (schools, public areas, Town/county owned properties, etc)
- While harvesting for 2018 we can simultaneously offer selective pruning services that can drastically reduce apple yields the following year.
- Offering a \$0.50 per pound payout to residents who harvest & collect their own apples for pickup and disposal by BC employees.

Our hopes are that this year we test our limits for harvesting locally, while at the same time test the waters of direct sale ciders to local stakeholders. We have already secured the use of a commercial kitchen to produce our goods in, so that we can legally sell it to consumers. This income would then be applied future in expansion of harvests. With another successful year it is our hope that we can look to continue the program in coming years with continually reduced funds from TCD with a goal of fully adopting the project within 1-2 years. We hope to further this partnership and thank you for your time and support.

Best,
Beartrap Staff
Beartrap Ciderworks LLC



Original Article

Wildlife Warning Reflectors and White Canvas Reduce Deer–Vehicle Collisions and Risky Road-Crossing Behavior

CORINNA RIGINOS ¹, *The Nature Conservancy, 258 Main Street, Lander, WY 82520, USA*

MORGAN W. GRAHAM, *Teton Conservation District, Jackson, WY 83001, USA*

MELANIE J. DAVIS, *School of Aquatic and Fisheries Sciences, University of Washington, 1122 NE Boat Street, Seattle, WA 98105, USA*

ANDREW B. JOHNSON, *U.S. Department of Agriculture Natural Resources Conservation Service, Scarborough, ME 04074, USA*

ALEXANDER B. MAY, *Wyoming Cooperative Fish and Wildlife Research Unit, University of Wyoming, Laramie, WY 82071, USA*

KEVIN J. RYER, *School of Earth, Environmental, and Marine Sciences, University of Texas at Rio Grande Valley, One West University Boulevard, Brownsville, TX 78520, USA*

L. EMBERE HALL, *Department of Zoology and Physiology, University of Wyoming, Laramie, WY 82071, USA*

ABSTRACT Collisions between wildlife and vehicles are detrimental to both wildlife and human safety. A variety of mitigation methods have been deployed with the intent of increasing ungulate awareness of approaching vehicles. Wildlife warning reflectors are one such method. Roadside reflectors are designed to reflect headlights into the right-of-way and alert ungulates to approaching vehicles. Studies of the effectiveness of these reflectors have yielded mixed results. We conducted a robust test of reflectors in central Wyoming, USA, during 2013 and 2014, and unexpectedly discovered a potentially more effective method than the reflectors for reducing collisions between vehicles and mule deer (*Odocoileus hemionus*). In our initial experiment, we manipulated 10 1.6-km segments of highway by leaving their reflectors exposed or covering them with a white canvas bag with the intention of neutralizing the reflector. The treatment configuration was swapped monthly. We counted deer carcasses under each treatment for 1 year and observed deer road-crossing behavior using thermal video cameras. Carcass rates were 33% less in the white canvas treatment relative to uncovered reflectors. Deer in the white canvas treatment also stopped before entering the road 20% more often, ran into the road from the right-of-way 11% less often, and fled from the road 12% more often than when reflectors were uncovered. In a follow-up experiment, we found that deer carcass rates were 32% less when reflectors were exposed versus covered with black canvas. We further found that deer road-crossing behavior was least risky in a white canvas treatment, intermediate in a reflectors treatment, and most risky when reflectors were removed from posts. Taken together, these results indicate that, although reflectors were moderately effective, white canvas was substantially more effective in reducing deer–vehicle collisions. This unexpected finding suggests that new vigilance-enhancing mitigation methods should be explored as a way to reduce wildlife–vehicle collisions. © 2018 The Wildlife Society.

KEY WORDS mule deer, *Odocoileus hemionus*, road ecology, Strieter-Lite reflectors, wildlife–vehicle collisions, Wyoming.

Collisions between large mammals and vehicles pose a threat both to wildlife and highway safety (Bissonette et al. 2008, Huijser et al. 2008). Across the United States, an estimated 1–2 million collisions between large mammals and vehicles occur every year, and this number continues to climb as road networks expand and traffic volumes increase (Huijser et al. 2009). The vast majority of these collisions involve deer (*Odocoileus* spp.; Huijser et al. 2009). Highways

and wildlife–vehicle collisions can have a significant negative effect on wildlife by reducing population numbers and impeding animal movements through home ranges and along migratory corridors (Forman and Alexander 1998, Beckman and Hilty 2010). In the western United States, roads are considered one of the most significant threats to mule deer (*O. hemionus*; Wakeling et al. 2015), which have declined in many parts of their range (de Vos et al. 2003). Wildlife–vehicle collisions are also expensive and dangerous; they are estimated to cost US\$6–12 billion/year in the United States (Huijser et al. 2009) and in Wyoming, USA, account for 15–18% of all reported vehicle collisions per year (Wyoming Department of Transportation, 2016). As a

Received: 28 November 2016; Accepted: 10 November 2017

¹E-mail: corinna.riginos@tnc.org



April 10, 2018

Board of County Commissioners
Teton County
Jackson, WY

Dear Commissioners,

Teton Conservation District (TCD) appreciates your consideration of Teton County Engineering Department's FY 19 budgetary request for wildlife crossing design and engineering work. TCD believes this funding is essential for timely and successful implementation of forthcoming recommendations from the Teton County Wildlife Crossings Master Plan, and a positive step for environmental stewardship.

TCD board and staff are also committed to mitigating the impacts of increasing traffic on wildlife populations and human safety. We have welcomed the opportunity to contribute to the Master Plan Advisory Committee with significant staff time and consideration, alongside a dedicated team of federal, state, local, and non-profit partners. TCD has earmarked funding for wildlife/vehicle collision solutions each of the last several years. We remain open to cost-sharing with Teton County's budget allocations and those of other partners to effectively implement the recommendations of the Wildlife Crossings Master Plan.

Thank you for your ongoing recognition of this issue. Please do not hesitate to contact us to discuss strategies for realizing an integrated network of wildlife crossings in Teton County.

Sincerely,

Tom Segerstrom
Executive Director

Conserving our natural resources – air, land, water, vegetation, and wildlife

<i>420 W. Pearl Ave.</i>	<i>307/733-2110 P</i>
<i>P.O. Box 1070</i>	<i>307/733-8179 F</i>
<i>Jackson, Wyoming 83001</i>	<i>morgan@tetonconservation.org</i>

MEMORANDUM OF AGREEMENT
FRIENDS OF FISH CREEK
and the
TETON CONSERVATION DISTRICT

1. Parties.

This Memorandum of Agreement (the "MOA") is made and entered into this ____ day of _____, 2018 (the "Effective Date") by and between Friends of the Fish Creek Inc. (FoFC) an Wyoming nonprofit organization, whose address is PO Box 1014, Wilson, Wyoming 83014, and the Teton Conservation District (the "TCD"), a duly organized Wyoming Conservation District, whose address is 420 W. Pearl Avenue, P.O. Box 1070, Jackson, Wyoming 83001.

2. Background.

FoFC's mission is: to protect the Upper Snake River watershed by improving and restoring water quality in Fish Creek through science-based research, community involvement, volunteer leadership, cost-effective solutions, and collaborative problem solving. FoFC is a logical partner to TCD because of TCD's history of water resources research, management and partnerships within the Fish Creek watershed.

TCD's mission is to promote conservation and management of natural resources -- air, land, water, vegetation, and wildlife -- through watershed-based research, education, conservation practices, cooperative projects, and on-the-ground actions to promote the health, safety and general welfare of the people and resources of the areas the TCD serves. TCD's boundaries include all of Teton County and all of the Wyoming portion of Yellowstone National Park, including areas in Park County, Wyoming. TCD operates six (6) natural resource program areas, including a water resources program with goals that coincide with the interests of FoFC. Public-private partnership between TCD and FoFC allows for exchange of technical and financial resources between partners, allowing both entities to extend their capacities in overlapping programs areas.

TCD and FoFC have had two previous agreements prior to this MOA: 1) An MOA was established on December 18th, 2014 to provide guidance on collaborative leadership of the Fish Creek Stakeholder Group; and, 2) A funding cost-share contract was developed and signed on November 3rd, 2015, which provided a clear framework for cost-shared funding related to a cooperative Wyoming Department of Environmental Quality 205j grant.

The expiration of the two previous agreements and new proposals for joint activities necessitates the creation of this new agreement. Therefore, this agreement supersedes the two prior agreements (see section 8C).

3. Purpose of this MOA

The purpose of this MOA is multifaceted but will be broken down accordingly to provide clarity.

- A) This MOA identifies the overarching areas of agreement that predicate the existence of this collaborative. These include but are not limited to:
- a. TCD and FoFC agree that non-point source nutrient pollution in Fish Creek should be reduced to protect and enhance its natural resource values;
 - b. Voluntary measures to reduce nutrient pollution can be incentivized;
 - c. The issues in the Fish Creek watershed have relevance in the entire developable area in Teton County, WY;
 - d. The Fish Creek Stakeholder Group provides a means to collaboratively educate ourselves and our partners, create buy-in for nutrient reduction, and achieve voluntary nutrient reduction to the greatest degree.
- B) This agreement serves to identify the following specific projects and the funding expectations from both partners as detailed below.
- a. TCD and FoFC each participate in a 50/50 funding split for the facilitation and mediation costs of meetings and partnership, currently through Flitner Strategies (the consultant). The annual costs are not to exceed \$60,000 total. Billing will be generated by the consultant to TCD. TCD will then bill FOFC for 50% reimbursement on a quarterly basis.
 - b. FoFC will provide \$10,000 to TCD within TCD's fiscal year 2018 (FY18) for the contracted project, 'Septic and Sewer Mapping', as a one-time reimbursement after TCD has incurred a minimum of \$20,000 of the expected total cost, \$135,504. TCD will invoice FoFC as appropriate.
 - c. TCD and FoFC will partner on the Septic System Pumping Cost-share Program in TCD's FY18, for which TCD has a \$40,000 budget for advertising, website and pumping cost-share. FoFC will provide direct payment to those cost-shares that are completed west of the Snake River and east of the Teton Range.
 - d. TCD and FoFC will use a 50/50 funding split on the Trout Friendly Lawn Program for advertising material, website, programmatic cost-shares and events, with costs not to exceed a total of \$50,000 in TCD's FY18 and \$60,000 in Fiscal Year 2019 (FY19). Costs will be split so that TCD and FoFC each pay 50%.
 - e. TCD and FoFC will use a 50/50 funding split to hire a consultant to monitor septic system effluent with the goal to quantify treatment potential of a variety of residential leach fields in Teton County, WY in TCD's FY19 with costs not to exceed \$60,000 total. TCD will invoice FoFC quarterly.
 - f. FoFC will maintain primary fiscal and programmatic oversight of outreach activities. FoFC will maintain communication and allow input from TCD about advertising and marketing material that is being generated for the programs discussed in this MOA (Section 3, Subsection B). FoFC will provide timely invoices to TCD, especially as it pertains to Fiscal Year end.

4. Term of MOA.

This MOA shall commence upon the Effective Date above and renew annually on the starting date of each TCD fiscal year (July 1) unless terminated by either of the parties, in accordance with paragraph 8.F of the MOA.

5. Categorical responsibilities of the FoFC.

- A. FoFC will maintain primary fiscal and programmatic oversight of outreach activities.
- B. FoFC will maintain communication and allow input from TCD about advertising and marketing material that is being generated for the programs discussed in this MOA.
- C. FoFC will provide timely invoices to TCD as described in Section 3, Subsection B, especially as it pertains to TCD Fiscal Year end.

6. Categorical responsibilities of the TCD to the degree the TCD budget allows.

- A. TCD will maintain fiscal and programmatic oversight of scientific data generation, storage and reporting activities.
- B. TCD will provide timely invoices to FoFC as described in Section 3, Subsection B.
- C. TCD will be primary liaison to Wyoming Department of Environmental Quality.
- D. TCD will maintain communication allow input from FOFC about data-oriented tasks that pertain to this MOA and Wyoming Department of Environmental Quality partnership on Fish Creek.

7. Notices.

Notices related to termination of this MOA shall be in writing and given to the parties at the address provided below, either by regular mail, certified mail, or delivery in person as per section 8F.

Teton Conservation District
420 W. Pearl Avenue
P.O. Box 1070
Jackson, WY 83001

Friends of Fish Creek
PO Box 1014
Wilson, Wyoming 83014

All other notifications and approvals required under this MOA may be made by electronic email. Emails to the TCD shall be sent to the then-current Executive Director of the TCD. Emails from the TCD to FoFC shall be sent to then-current president of the Board of Directors and the then-current Executive Director of FoFC.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this MOA shall be incorporated by written instrument, executed and approved and signed by the parties to this MOA. No verbal amendments are permitted.

B. Applicable Law. The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOA. The courts of the State of Wyoming shall have jurisdiction over any action arising out of the MOA, and over the parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.

C. Entirety of Agreement. This MOA represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. Where any portion of this MOA is in conflict with state statute, state statute shall govern.

D. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance.

E. Immunity. TCD does not waive its governmental immunity by entering into this MOA, and each party fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.

F. Termination. Either party may terminate this MOA upon sixty (60) days written notice to the other. This MOA is contingent upon TCD receipt of mill levy funding. The MOA will become void if mill levy funding is not reauthorized by the public.

9. Signatures.

In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

NOW THEREFORE, IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY
AND BETWEEN THE PARTIES THAT:

This MOA is not a legally binding or enforceable document, and does not create any legal, financial, funding or other fiscal or fiduciary duties or obligations of any kind between the

participants or to any third-parties, and may not be relied upon by any party as the basis for any claim. The MOA expresses the mutual agreements as outlined herein, and nothing in this MOA may be construed as affecting the legal authority of the participants. This MOA does not require the participants to obligate or expend funds or commit to acts of any kind as related to the duties as described herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the last written date below.

Teton Conservation District
A Wyoming Conservation District

By: _____ Date: _____
David Adams, Chair

Friends of Fish Creek
A Wyoming nonprofit organization

By: _____ Date: _____
John Culbertson, Board President

10. Staff Contacts.

The following information provides contact information for those staff members working on this collaboration on a day to day basis.

Friends of Fish Creek
Dan Leemon, Executive Director
PO Box 1014
Wilson, Wyoming 83014
(307) 413-5264
dan@fishcreekfriends.org

Teton Conservation District
Carlin Girard, Water Resources Specialist
P.O Box 1070 / 420 West Pearl Avenue
Jackson, Wyoming 83001
(307) 733-2110
carlin@tetonconservation.org

MEMORANDUM OF AGREEMENT
TETON COUNTY, WYOMING
and the
TETON CONSERVATION DISTRICT:
SEWER & SEPTIC MAPPING PROJECT

1. Parties.

This Memorandum of Agreement (the "MOA") is made and entered into this ____ day of _____, 2018 (the "Effective Date") by and between Teton County, Wyoming (the "Teton County"), whose address is 200 S Willow Street, Jackson, Wyoming 83001, and the Teton Conservation District, a duly organized Wyoming Conservation District (the "TCD"), whose address is 420 W. Pearl Avenue, P.O. Box 1070, Jackson, Wyoming 83001.

2. Background.

Teton County, Wyoming is a political subdivision of the State of Wyoming with jurisdiction within its boundaries in Northwest Wyoming. According to the 2010 Census, Teton County has a population of 21,294 people. Of this population, the County seat of Jackson, Wyoming comprises roughly half of this population. Other population centers include Wilson and Teton Village. Public National Park and Forest Lands dominates the ownership in Teton County, with only a small portion of Teton County being in private ownership. The Mission of Teton County is: To effectively spend lodging tax funds to promote travel and tourism to Teton County in a manner that is consistent with the shared values of our community. Our actions will reflect stewardship of our natural resources, highlight our outstanding assets and amenities and strive toward sustainability.

TCD is a political subdivision of the State of Wyoming with jurisdiction within all of Teton County, but also including the portions of Park County, Wyoming in Yellowstone National Park. TCD's mission is to promote conservation and management of natural resources -- air, land, water, vegetation, and wildlife -- through watershed-based research, education, conservation practices, cooperative projects, and on-the-ground actions to ensure the health, safety and general welfare of the people and resources of the areas it serves.

This Septic and Sewer Mapping Project originated as a request from a Teton County Commissioner asking for the expansion of a septic system categorization and mapping project that TCD completed. To make septic system categorization as applicable as possible, sewer infrastructure data consolidation was added to this project's scope. TCD has been the project lead, and thus far has worked with Teton County Engineering staff to developed a scope of work, and has requested proposals for the completion of this work. At the point that a scope of work was generated, TCD made a formal ask for funding assistance from Teton County. Teton County then approved \$20,000 in their Fiscal Year 2018 budget. The TCD Board of Supervisors voted at their December, 18th, 2017 meeting to fully fund the remainder of this project, and hire Nelson Engineering to complete this work.

3. Purpose of MOA

The purpose of this MOA is to create an instrument that clearly defines the intent and process by which Teton County will transfer funds to TCD for the Septic and Sewer Mapping Project. Teton County agreed to pay \$20,000 to TCD towards this wastewater data consolidation effort during their Fiscal Year 2018 public works/engineering budget process. At a broader level, this MOA records the shared interest of Teton County and TCD in wastewater planning. This project arose from a Teton County Commissioners request for TCD to expand wastewater data consolidation.

4. Term of MOA.

This MOA shall commence upon the Effective Date above, and expires January 1st, 2019 unless terminated by either of the parties, in writing.

5. Responsibilities of the Teton County.

- A. Teton County agrees to provide \$20,000 or 50% of total project costs, whichever is less, towards the Septic and Sewer Mapping Project, as long as TCD can clearly demonstrate the costs they have incurred for this project.
- B. Teton County agrees to pay \$20,000 or 50% of total project costs, whichever is less, in one lump sum, at the point in time that TCD can demonstrate they have incurred \$40,000 in costs, or following project completion, whichever costs less.
- C. Teton County will provide payment to TCD within 30 days of receiving an invoice from TCD.
- D. Teton County will assist TCD in drafting a data request letter to solicit sewer infrastructure data from Special Districts and the Town of Jackson.

6. Responsibilities of the TCD.

- A. TCD will hire Nelson Engineering and administer the contract for the Septic and Sewer Mapping Project.
- B. TCD will provide all upfront costs associated with the Septic and Sewer Mapping Project.
- C. TCD will assure that the Septic and Sewer Mapping Project is completed efficiently and to the highest standards possible.
- D. TCD will consult with Teton County to assure the work being completed meets the needs of the Teton County Engineering Department.
- E. TCD will keep accurate and detailed records of billing and services provided by Nelson Engineering for the Septic and Sewer Mapping Project.
- E. TCD will invoice Teton County for \$20,000 or 50% of total project costs, whichever is less, in one lump sum, at the point in time that TCD can

demonstrate they have incurred \$40,000 in costs, or following project completion, whichever costs less.

7. Notices.

Notices related to termination of this MOA shall be in writing and given to the parties at the address provided under this MOA, either by regular mail, delivery in person, or email.

Teton Conservation District
P.O. Box 1070
Jackson, WY 83001
Carlin Girard, Water Resources Specialist (carlin@tetonconservation.org)
Tom Segerstrom, Executive Director (tom@tetonconservation.org)

Teton County
P.O. Box 3594
Jackson, WY 83001
Amy Ramage, Engineering Manager (aramage@tetoncountywy.gov)
Ted VanHolland, Sanitarian (tvanholland@tetoncountywy.gov)

Emails to the TCD shall be sent to the then-current Water Resources Specialist and to the Executive Director of the TCD. Emails from the TCD to Teton County shall be to the then-current Engineering Manager and to the Sanitarian.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties of this MOA. No verbal amendments are permitted.

B. Applicable Law. The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this MOA. The courts of the State of Wyoming shall have jurisdiction over any action arising out of the MOA, and over the parties, and the venue shall be the Ninth Judicial District, Teton County, Wyoming.

C. Entirety of Agreement. This MOA represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. Where any portion of this MOA is in conflict with state statute, state statute shall govern.

D. Severability. Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance.

E. Immunity. The TCD nor Teton County does not waive their governmental immunity by entering into this MOA, and each party fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.

F. Indemnification. Each party shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees, volunteers, and agents at all times. Neither party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct

9. Signatures.

In witness whereof, the parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

NOW THEREFORE, IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

This MOA is not a legally binding or enforceable document, and does not create any legal, financial, funding or other fiscal or fiduciary duties or obligations of any kind between the participants or to any third-parties, and may not be relied upon by any party as the basis for any claim. The MOA expresses the mutual agreements as outlined herein, and nothing in this MOA may be construed as affecting the legal authority of the participants. This MOA does not require the participants to obligate or expend funds or commit to acts of any kind as related to the project as described herein but provides background and guidance on how funding partnership should transpire.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the last written date below.

Teton Conservation District
A Wyoming Conservation District

By: _____
David Adams, Board Chair

Date: _____

Teton County, Wyoming
A Wyoming County

By: _____
Mark Newcomb, Board Chair

Date: _____



MEMORANDUM

TO: TCD Board of Supervisors
FROM: Carlin Girard, Robb Sgroi, Tom Segerstrom
DATE: 04/04/2018
SUBJECT: Trout Unlimited Spread Creek Diversion MOA Request

Introduction

The purpose of this memorandum is to provide the TCD Board of Supervisors with background and a potential route forward to discuss the Trout Unlimited (TU) Spread Creek Diversion Memorandum of Agreement (MOA) funding request. Trout Unlimited has requested \$50,000 for fish screen and maintenance design, engineering and implementation for the Spread Creek irrigation diversion through our Memorandum of Agreement (MOA) for Fiscal Year 2019. TCD staff has discussed the details of this project with TU, but it is clear that much of the information that TCD would need in order to support this project is forthcoming and won't be available during the time of our Fiscal Year 2019 budgeting process. Staff has considered the timing that information will become available and has a suggested means to address current unknowns.

Staff Suggested Process

The timeline that engineering and partnership information will come available for this project will not allow a full discussion of this project prior to TCD's Fiscal Year 2019 budget approval. Given this constraint, it is staffs' recommendation that the requested funding, or the TCD Board's recommended amount, be put in our Fiscal Year 2019 Budget as a line item with specific conditions that the applicant must meet prior to payment of these funds. Suggested conditions include: 1) TCD's Board and Staff's ability to review design plans, 2) written or verbal support for this project by all water right holders tied to this diversion, and 3) the TCD Board's evaluation that the proposed project will meet irrigation needs.

Another option to consider is holding funds for this project outside of the Trout Unlimited MOA Budget Line Item. MOA Line Items are intended to provide partners with a high level of confidence that the funding will be provided by TCD. A traditional Budget Line Item is not so presumptuous. Depending on the Board's level of support for this project, the MOA or a traditional Budget Line Item provides two mechanisms to hold funds, but with differing levels of perceived TCD support.

Background Information: TCD/Grand Teton National Park (GTNP) meeting- March 5th, 2018

TCD met with Spread Creek diversion project partner, GTNP to further understand TU's financial request. GTNP staff included Dan Reinhart, the Supervisory Vegetation Ecologist and project lead, and Jason McDannold, the Lead Biological Technician- Invasive Plants who

oversees irrigation staff. GTNP owns and maintains the diversion, though it is physically located on Bridger-Teton National Forest lands.

GTNP considers the Spread Creek diversion structure to be providing positive resource benefits, but supports diversion adjustments. GTNP prioritizes the maintenance of water rights, with fish passage as the secondary priority. The proposed project implementation will sequentially align with those priorities. Current challenges for GTNP include: 1) too much water, sediment and debris entering the diversion; 2) alternatively, inadequate water entering the diversion; 3) and, fish entrainment.

To address issues, TU has continued to employ the original project consultant, Quadrant Consulting, Inc. to address rehabilitation of the diversion. Quadrant's designs are under technical review by a National Park Service. Concurrently, TU has hired OneFish Engineering, LLC, who has produced several design alternatives currently being vetted by GTNP. GTNP's is focused on alternatives that are simpler, less expensive and requires less maintenance.

Background Information: Annotated TCD Board Meeting Minutes

Minutes from December 21, 2010

Scott Yates from TU attended the TCD Board meeting to request funds to cover a roughly \$20,000 shortfall for engineering costs associated with the design plans to replace the concrete diversion structure historically present on Spread Creek. The concrete diversion dam was failing and presented a complete fish passage barrier. No action as taken, to allow Scott to make a request for a specific dollar amount the at the January, 2011 meeting.

Minutes from January 18, 2011

TCD discussed funding the TU request for Spread Creek Diversion replacement in terms of TCD interest, funds available and affect to irrigators. TCD funds were available in the budget. Project benefits, but also long-term maintenance issues were discussed. The decision was tabled until TCD could investigate maintenance issues and potential negative ramifications to irrigators. Bob planned to speak with Don Turner, and Randy was to look into a maintenance plan.

Minutes from February 22, 2011

Bob Lucas spoke with Dave Edmiston with the Moose Head Ranch and Donald Turner with the Triangle X Ranch, two main irrigators, about this project. They were not sure that this project would work or if it could be a maintenance free project. TU stated that Grand Teton National Park would do maintenance, although no TCD contact confirmed this. Randy encouraged an agreement be made between all project partners. The decision was tabled until representatives could be contacted regarding maintenance and other concerns.

Minutes from March 15, 2011

Dan provided that maintenance of the structure would take place as part of GTNP's Operations & Maintenance budget. There would be staff assigned to watch the structure, especially during the spring run-off. **Bob Lucas made a motion to hold \$15,000 in reserve until Sept. 1 for the project. If it looks like things went well, then we would release the funds to TU at that time. Sandy seconded the motion and it passed a vote of the group."**

Minutes from September 20, 2011

Tom Breen and Randy attended a meeting with GTNP and other agency personnel to discuss the headgate's operation. There was an enormous amount of maintenance required to keep the ditches clear of debris, and with the big water year, the gate hadn't performed as well as has been hoped. There were plans that fall to improve functionality, but partners were not pleased with the project. Randy suggested that a written plan be developed for the headgate and visited annually. Bob suggested the agreements have "teeth" to formalize how those issues will be addressed. Randy intended to report to the board on developments on the project.

Minutes from July 24, 2012

Mike Taylor and TCD staff traveled together on July 11, 2012 to an onsite meeting with GTNP, USFS, TU and irrigators. TCD viewed improvements, including: a graded road access to the diversion, which allowed equipment access for cleaning; the bio-engineered stream bank stabilization with cottonwood root wads and willow sticks; and, rip rap placed around the manhole cover/pipeline structure for protection. The rock weirs in the creek were also repaired and the settling area downstream of the diversion entrance was cleaned out. Careful moderation of withdrawal flows and coordination with the irrigators has appeared to provide clean and sufficient irrigation water. It was recommended that the TCD Board now consider approving a cost-share check to TU. Mike Taylor had background information because he had worked for the Moosehead Ranch.

Minutes from August 21, 2012

TCD approved funding of \$13,000, which had been held until further information was provided. **Scott made the motion and Tom Breen seconded the motion. It passed a vote of the group.**

File Code: 2520
Date: April 16, 2018

Tom Segerstrom
Teton Conservation District
420 East Pearl Ave, PO Box 1070
Jackson, WY 83001

Dear Teton Conservation District Supervisors Board;

This is a written request to revise Collection Agreement 17-CO-11040300-54, between the Teton Conservation District (TCD) and the United States Department of Agriculture, U.S. Forest Service, Bridger-Teton National Forest (USFS). The agreement was signed into effect in March of 2017 and specifies the means in which the USFS would expend a cash contribution of \$15,649 from TCD. Funds were to be spent on purchasing supplies for the Fall Creek Watershed Restoration Action Plan (WRAP) and the associated Coburn Meadow Restoration Project. The grant specified that funds would be used to purchase seed (\$805), mulch (\$195), two culverts (\$541) and gravel (\$14,108).

To date, we have spent \$9,901.72 on gravel and seed. We have not purchased any culverts. To accommodate rapid scheduling shifts, we borrowed a culvert from USFS inventory of culverts intended for USFS system road maintenance. USFS funds were used to spread the gravel and the seed. USFS funds were also used to build a trailhead kiosk and construct fencing around the Coburn Meadows parking area. Initial target completion date was fall of 2017 but due to weather and other competing priorities for our roads crew, work was not completed in 2017.

There is \$5,747.28 remaining of the initial funding from TCD. The agreement expired on December 31, 2017. I am writing to request a modification to the agreement that would extend the expiration date and alter the allowances for how funds may be spent. The proposed expiration date is August 1, 2018. If you would allow this extension, USFS proposes to use the remaining funds to purchase a culvert to replace the one we borrowed from our inventory and to purchase additional needed gravel. The gravel is needed to go over rough road base and to armor a trail crossing on Fall Creek. The cost of these additional supplies are not expected to exceed \$3,000. We propose to use the remaining approximate \$2,700 to fund USFS road and trail crews to spread the additional gravel.



Payment for salary of USFS road and trail crews is outside of the scope of the original agreement. If TCD does not wish to fund USFS salary, please consider allowing the funds to be used for the above mentioned supplies and USFS can refund any remaining dollars to TCD. USFS remains appreciative of TCD and its collaboration on the Fall Creek WRAP and the Coburn Meadows Restoration Project.

Please direct any questions you have to Pam Bode, Natural Resources Staff Officer, at pbode@fs.fed.us or 307-739-5513.

Sincerely,

/s/ Mary Moore
MARY MOORE
District Ranger

As executive Director for the Teton Conservation District (TCD) would like to thank the U.S. Army Corps of Engineers (USACE) for the opportunity to comment on this document all be it during the general public comment period. TCD would first like to communicate that TCD was not provided notification of this NEPA process or the public comment period. As such, no prior opportunity was provided for TCD to make application to the USACE for Cooperating Agency status under NEPA regulations. We believe that the same is true for Teton County, Wyoming.

Perhaps as a direct result of this lack of prior involvement, I find the SEA and the analysis deficient. As a local government agency with locally elected officials and expertise that statutorily deals exclusively with local natural resources, I want to point out that the SEA does not address either TCD's long-range land management planning document (2016-2021) or that of Teton County, Wyoming as required under NEPA. Such cooperation is important for sustaining the local tax base and public health and safety.

As an example, both TCD and the Teton County Comprehensive Plan (2013) prioritize the health of the Snake River, fine spotted cutthroat trout fishery as an important component of our local economy, yet the SEA does not assess the potential impacts. Recently, USACE maintenance operations restricted fish passage to what is arguably the most important spawning spring creek for this species in the nation. As a result, permitting and the cost of correcting the situation has now fallen to local government, organizations and landowners.

Teton County has recognized that sustaining the habitats of up to 17 focal species is vital to achieving the goals of the Teton County Comprehensive Plan (2012). The most highly productive and values habitats are found within the aquatic and riparian corridor of the Snake River. As stated above they are critical for sustaining the tax base of Teton County. The environmental outcomes for virtually none of those species are addressed in the SEA.

Regardless of the USACE's internal alternative criteria, Alternative 3 appears to have the best potential to appropriately address local land use plans under NEPA. Therefore, if TCD and Teton County were properly engaged in the NEPA process Alternative 3 would be more fully brought forth and analyzed to address local land use planning documents.

Fiscal Year 2019 - Budget Rough Draft w/o Income Figures					(numbers as of 4-17-2018)	
Fiscal Year Ending Summary						
Ending General Fund Checking Balance	FY 2018	\$ to Date		FY 2019		
	\$507,405.92			\$705,000.00	Estimate as of 3-26-18	
Ending Operating Reserve Fund Bal.	\$500,000.00			\$500,000.00	Operating Reserve maintained at \$500,000 at First Interstate Bank	
Committed Funds Savings Account Bal.	\$84,350.00			\$25,000.00	Varies according to commitments and pay out dates	
Total Cash on Hand at end of FY	\$1,091,755.92			\$1,230,000.00	\$138,244.08	12.7%
Income Summary for Fiscal Year						
Regular Income	\$1,308,820.50	\$1,195,151.84		\$1,384,854.80	.9 mill estimate from Teton County Assessor	
Project Grants & Pass Throughs	\$280,160.00	\$85,060.42		\$228,563.00		
Total FY Income	\$1,588,980.50	\$1,280,212.26	81%	\$1,613,417.80	\$24,437.30 Incr. mil/Decr. Pass-thru	1.5%
Total funds available for FY	\$2,680,736.42			\$2,843,417.80	Total of all funds available in FY 2019	
					\$162,681.38	6.1%
Expense Summary for Fiscal Year						
Program Expenses	\$1,278,086.42	\$327,526.00		\$1,375,604.27	FY2018 = 60.5%, FY2019=	60% of Total
Operational Expenses	\$834,150.00	\$566,814.40		\$907,680.00	FY2018 = 39.5%, FY2019=	40% of Total
Total Expenses	\$2,112,236.42	\$894,340.40	61%	\$2,283,284.27	\$171,047.85	8.8%
Discretionary Fund Calculation						
All Available Funds	\$2,680,736.42			\$2,843,417.80		
Fiscal Year Expenses	\$2,112,236.42			\$2,283,284.27		
Operating Reserves Fund	\$500,000.00			\$500,000.00		
Difference	\$68,500.00			\$60,133.53		
Income Calculations for FY 2019						
Regular Income	Budgeted FY 18	Income to Date	%	Proposed FY 19	Notes:	
Teton County Mill Levy	\$1,291,615.00	\$1,178,841.21	91%	\$1,370,031.30	.9 mill figure - Estimated March 2018 Teton County Treasurer	
Interest Income	\$1,000.00	\$1,781.67	178%	\$2,000.00	Slightly increasing interest rates %	
Well Test Kit Sales	\$1,500.00	\$991.67	66%	\$1,500.00	Sale of 30 well test kits at \$50 each	
WDA Annual Base Funding	\$8,823.50	\$8,823.50	100%	\$8,823.50	Base funding from WY Dept of Agriculture	
WACD WQ Lab Funding	\$3,882.00	\$0.00	0%	\$0.00	WACD Water Quality Lab Reimbursement will be available FY20	
Unanticipated Income	\$2,000.00	\$4,713.79	236%	\$2,500.00	Sponsorships & donations	
sub-total	\$1,308,820.50	\$1,195,151.84	91%	\$1,384,854.80	\$76,034.30	5.8%
Project Grants & Pass Thru						
National Fire Plan Grant	\$52,500.00	\$16,280.00	31%	\$0.00	Reimbursement estimate for FY 2019 (Complete)	
FY 2018 GTNP Gaging Stations	\$18,500.00	\$0.00	0%	\$17,400.00	Pass through - amount for FY 2019	
Fish Creek Sampling Partnership	\$28,000.00	\$30,118.50	108%	\$30,000.00	Sampling, Monitoring, Stakeholder Work, Outreach (\$30,000 Reimb. FoFC)	
FoFC Septic Cleaning Reimburse				\$30,000.00	Friends of Fish Creek West Bank Septics Pass Through	
Flat Creek 205j WQ Sampling	\$10,000.00	\$8,886.00	89%	\$0.00	Wyoming Department of Environmental Quality (Complete)	
Bridger Teton NF Project Reimburse	\$11,560.00	\$0.00	0%	\$0.00	Will come in as a TAC Grant Pass Through in FY 2019	
Wyoming Water Development Level 1	\$140,000.00	\$9,281.07	7%	\$148,663.00	Pass Through for 4 projects to be paid out in FY19	
Terra Firma - Flat Creek Boulders	\$17,600.00	\$17,600.00	100%	\$0.00	Complete	
Unanticipated Grants	\$2,000.00	\$2,894.85	145%	\$2,500.00	Unexpected Grants	
sub-total	\$280,160.00	\$85,060.42	30%	\$228,563.00	-\$51,597.00	-18.4%
Grand Total Income	\$1,588,980.50	\$1,280,212.26	81%	\$1,613,417.80	\$24,437.30 ESTIMATED Increase	1.5%

TCD Program Budgets (numbers as of 4-17-2018)						
	Budgeted FY 18	Spent to Date	%	Proposed FY 19	Notes:	
TCD Agriculture Program						
Ag Cropland Projects						
Irrigation Infrastructure	\$70,000.00	\$3,485.00	5%	\$50,000.00	Independent projects, NRCS projects	
TCD Support for SWPP Projects				\$10,000.00	2 projects, Not Exceeding \$5,000 per project	
Wyoming Water Development / SWPP	\$140,000.00	\$11,137.29	8%	\$148,663.00	Pass Through from WWDO to TCD, 3 on-going + 2 recent Approvals	
SWPP Outreach				\$2,000.00	Information to constituents/applicants - Mailing	
Indoor Agriculture	\$13,000.00	\$0.00	0%	\$13,000.00	Community gardens mtce/staffing \$8000. Full Circle Education \$5000	
Soil Testing & Analysis	\$300.00	\$0.00	0%	\$300.00	Cost Share on Soil Samples for Agricultural Applications	
Ag Producer Outreach	\$850.00	\$877.94	103%	\$1,200.00	Personal Interviews (\$100), Barnyard/Backyards \$750, events (Welcome to Ranch)	
Agr. BMP Plans	\$3,000.00	\$0.00	0%	\$3,000.00	Contractor to Develop Grazing BMPs Site Specific	
Equine Corral Runoff Management				\$12,000.00	Outreach, Equine BMPs (\$1,000), On the Ground Pilot Project(s) \$11,000	
sub-total	\$227,150.00	\$15,500.23	7%	\$240,163.00	\$13,013.00	5.7%
Ag Rangeland Projects						
Rangeland Data Collection	\$2,000.00	\$0.00	0%	\$6,000.00	Utilization monitoring/materials under Forest direction - Place Grazing Enclosures	
Range Data management	\$2,000.00	\$0.00	0%	\$5,000.00	Bridger-Teton NF requested data mgmt support- PLACEHOLDER AMT	
Supplies, rentals	\$800.00	\$0.00	0%	\$1,000.00	Stock/tack/trailer Rentals for Monitoring	
Livestock Fencing Grant	\$500.00	\$0.00	0%	\$5,000.00	Livestock Containment Projects	
Misc Ag Projects	\$2,000.00	\$0.00	0%	\$2,000.00	Miscellaneous landowner requests	
Restoration of Lands for Agr Productivity	\$20,000.00	\$0.00	0%	\$20,000.00	Monitoring, Planning, Sampling	
Livestock Emergency Response Plan				\$4,000.00	Sponsor Training/Workshop Stakeholders/Responders- Hauling Emergencies	
sub-total	\$27,300.00	\$0.00	0%	\$43,000.00	\$15,700.00	57.5%
JH Weed Mgmt Association						
MOA Partner Funding						
Horseback Treatment and Monitoring	\$25,000.00	\$25,000.00		\$25,000.00	BackCountry Spraying	
Critical Game Range	\$5,000.00	\$5,000.00		\$5,000.00	Weed Control	
Snake River Project	\$5,000.00	\$5,000.00		\$5,000.00	Weed Control	
Play Clean Go Program	\$3,000.00	\$3,000.00		\$4,200.00	Education	
Gros Ventre River	\$5,000.00	\$5,000.00		\$0.00	Weed Control	
sub-total	\$43,000.00	\$43,000.00		\$39,200.00	-\$3,800.00	-8.8%
Agriculture Program sub-total	\$254,450.00	\$15,500.23	6%	\$283,163.00	\$28,713.00 ESTIMATED Increase	11.3%
TCD Mapping Resources and GIS						
Historical Aerial Imagery Website	\$1,000.00	\$563.75	56%	\$1,000.00	Imagery web hosting on Teton Co site, storage	
Imagery & Mapping Projects	\$5,000.00	\$5,000.00	100%	\$5,000.00	Potential data development project(s)	
GIS Consulting Services	\$5,000.00	\$1,785.61	36%	\$5,000.00	Potential Digitizing & Data Management,	
Equipment & Software	\$500.00	\$500.00	100%	\$2,500.00	Software maintenance for LP360	
Supplies	\$500.00	\$187.11	37%	\$500.00	Plotter Map Printing Supplies :Ink, Printheads, Paper	
Mapping Resources & GIS sub-total	\$12,000.00	\$8,036.47	67%	\$14,000.00	\$2,000.00 ESTIMATED Increase	16.7%
TCD Sustainability Program						
Air Quality Monitoring Program						
Air Sampling	\$600.00	\$0.00	0%	\$5,000.00	Brake Emissions - Wilson	

	Wyoming DEQ Assistance	\$250.00	\$0.00	0%	\$1,000.00	Mobile Air Quality Station Support													
	sub-total	\$850.00	\$0.00	0%	\$6,000.00	\$5,150.00			605.9%										
	TAWPC/National Fire Plan Grant																		
	NFP State Forestry Grant Contract	\$52,500.00	\$7,180.00	14%	\$0.00	Complete													
	Workshops & Advertising	\$5,000.00	\$2,359.52	47%	\$5,000.00	Outreach													
	Wildfire Risk Reduction Program	\$25,000.00	\$17,089.75	68%	\$46,000.00	12 homes/\$3,000 ea (cost share)+ Contract Assessments (\$10,000)													
	Chipper Event	\$3,000.00	\$0.00	0%	\$0.00	Pay Contractor Operator, W/ TAWPC Cost-Share: Location TBD													
	Neighborhood Scale Veg Removal				\$3,000.00	Pay Contractor Operator, w/ Cost-Share: Location TBD													
	Rural Fire Water Supply Planning				\$8,000.00	Pay Contractor to Develop Bonifide Projects													
	Legal fees				\$3,000.00	Contractor to Develop Example Risk Redux Covenants, Conditions, & Restrictions													
	Fire Resistive Plants List				\$8,000.00	Contractor to Develop Teton County List of Fire Resistant Plants for Landscaping													
	Assessment Software &Supplies				\$2,000.00	Assessment Supplies/equipment,Annual AgTerra software (\$650)													
	sub-total	\$85,500.00	\$26,629.27	31%	\$75,000.00	-\$10,500.00			-12.3%	Decrease Pass-Through But Increase TCD Funds									
	Integrated Solid Waste & Recycling																		
	Recycling, HHW & E-Waste	\$12,500.00	\$12,500.00	100%	\$12,500.00	Responsible E-Waste Disposal Opportunities													
	E-Waste Containers	\$6,250.00	\$6,250.00	100%	\$6,250.00	50% of Shipping Container Cost Increase													
	Food Waste Pilot	\$2,500.00	\$2,500.00	100%	\$5,000.00	GTNP Food Waste Pilot Project West Yellowstone Tippage													
	ISWR Yard Waste Bags	\$1,000.00	\$1,000.00	100%	\$0.00	Fourth Year of funding													
	Communications & Outreach				\$4,500.00	Staff, Printing, Etc.													
	sub-total	\$22,250.00	\$22,250.00	100%	\$28,250.00	\$6,000.00			27.0%										
	Energy Conservation Works																		
	Eco-Fair	\$2,500.00	\$0.00	0%	\$5,000.00	Sponsorship, Booth, Promotion													
	Solar Outreach	\$1,000.00	\$0.00	0%	\$0.00	Promotion of Residential Solar cost-share Projects with Prior Funds													
	LVE Green/Conserve Power	\$1,000.00	\$0.00	0%	\$0.00	10% for Hardware Green Pwr Incentives(showerheads, Thermostats, Monitors)													
	Munger Mountain School	\$10,000.00	\$0.00	0%	\$0.00	Energy Efficiency Design for new school													
	USDA Rural Dev. Assistance Grant	\$10,000.00	\$0.00	0%	\$0.00	Local Match for Commercial Energy Audit													
	Green Power Program				\$8,500.00	Campaign to increase use of certified renewable electricity to 16% by 2020													
	Commercial Energy Efficiency				\$5,000.00	Program with LVE to continue promoting													
	sub-total	\$24,500.00	\$0.00	0%	\$18,500.00	-\$6,000.00			-24.5%										
	Yellowstone-Teton Clean Cities																		
	Electric Fueling Stations	\$0.00	\$0.00	0%	\$0.00	5 Electric Vehicle fueling stations cost-share @ \$1,000 each													
	Alt. Energy/Natural Gas Vehicles	\$0.00	\$0.00	0%	\$0.00	Cost-share,mechanic training, fleet audits													
	Promo CNG Vehicles in Teton County				\$15,184.00	Program to develop CNG vehicle maintenace training & increase awareness													
	Develop Electronic Vehicle Market				\$2,200.00	Raise consumer awareness & access to EV vehicles with Rocky Mountain Yeti													
	Jackson Hole Emmissions Inventory				\$2,500.00	Updating 2008 report on GHG emissions in Jackson to current levels													
	sub-total	\$0.00	\$0.00	0%	\$19,884.00	\$19,884.00			100.0%										
	TCD Sustainability Program sub-total	\$133,100.00	\$48,879.27	37%	\$99,263.27	-\$33,836.73 ESTIMATED Decrease			-25.4%										
	TCD Grant & Discretionary Funds																		
	TCD Discretionary Funds	\$292,482.42	\$107,635.11	37%	\$300,000.00	To Be Determined													
	TAC Grant Funds	\$80,000.00	\$72,142.00	90%	\$100,000.00	2 cycles (Target \$40,000 each) + Projects with Specifc FY 2018 Line-Item Funds													
	Agriculture	\$0.00																	
	Data Procurement and Mgmt	\$0.00																	
	Mapping Resources & GIS	\$0.00																	

	Friends of the Teton River	\$11,000.00	\$11,000.00	100%	\$11,148.00	Water Quality in Wyoming, MOA													
	sub-total	\$11,000.00	\$11,000.00		\$11,148.00	\$148.00				1.3%									
	TCD Water Resouces Projects sub-total	\$358,244.00	\$223,391.71		\$454,678.00	\$96,434.00	ESTIMATED increase			26.9%									
	TCD Wildlife Projects																		
	Sage Grouse Winter Flight	\$2,500.00	\$0.00	0%	\$2,500.00	Flight in February-March 2018													
	Sage Grouse Habitat	\$15,000.00	\$0.00	0%	\$15,000.00	Kelly Hayfield Restorations													
	Wildlife Disease	\$5,000.00	\$5,000.00	100%	\$5,000.00	Increased CWD Surveillance, Tests Analysis - Cost-Share Partners: WGFD													
	Human-Wildlife Coexistence	\$15,000.00	\$12,000.00	80%	\$15,000.00	Fruiting Tree Harvest in Bear Conflict Areas (WGFD/Private Sector)													
	Support Wildlife Data Collection	\$25,000.00	\$9,987.93	40%	\$20,000.00	SGCN w/Unkn. abundance, others w/data gaps(Curlew, Amph. -Private Lands, Raptors)													
	Safe Wildlife Crossings Group	\$10,000.00	\$0.00	0%	\$5,000.00	Supplemental Analysis Following T.C. Crossing Master Plan + BCC Planning Cost-Share													
	Other Agriculture -Wildl. Hab. Restoration	\$5,000.00	\$0.00	0%	\$0.00	TBD													
	sub-total	\$77,500.00	\$26,987.93	35%	\$62,500.00	-\$15,000.00	Decrease			-19.4%									
	Jackson Hole Wildlife Foundation					MOA Partner Funding													
	Website & Technology	\$4,000.00	\$3,848.99	96%	\$2,000.00	Data Management & Database Design													
	Wildlife/Vehicle Collision	\$10,000.00	\$10,000.00	100%	\$5,000.00	60% of 1 pair of Fixed Radar Speed Signs (Broadway)													
	Bearwise Program	\$750.00	\$740.00	99%	\$0.00	Pilot Program: Pepper Spray and Bike Holsters (Mountain Bikers)													
	Wildlife Friendlier Fencing	\$5,000.00	\$4,126.47	83%	\$10,000.00	Fence Modification with willing landowners													
	Nature Mapping Jackson Hole	\$4,000.00	\$3,895.52	97%	\$10,000.00	Data Analysis, Data Form Refinement (RFP)													
	sub-total	\$23,750.00	\$22,610.98	95%	\$27,000.00	\$3,250.00	Increase			13.7%									
	TCD Wildlife Program sub-total	\$101,250.00	\$26,987.93	27%	\$89,500.00	-\$11,750.00	ESTIMATED Decrease			-11.6%									
	TCD Communications Program																		
	Education & Outreach Efforts	\$10,000.00	\$3,267.35	33%	\$1,500.00	Logo, Swag, Films, Youtube, (paid media posts), ads (local and state media) & signage													
	Events - Eco Fair, Home Show & Other				\$7,000.00	Displays, Two-Three: Fair, JH Wild, Misc													
	Program Area Outreach Events				\$1,500.00	Events, etc. for specific program and project areas													
	www.tetonconservation.org website	\$5,000.00	\$540.29	11%	\$3,000.00	Domain hosting, website redevelopment and training													
	TCD Promotions & Advertising	\$15,000.00	\$2,163.25	14%	\$15,000.00	Newsletter, Mail Chimp subscription, Holiday cards, postcards													
	Fall Candidate Forum - Water Focus				\$6,000.00	Space rental, advertising, event planning and hosting													
	Communication Plan	\$5,000.00	\$0.00	0%	\$1,000.00	Developing an Education & Outreach Strategy and implementing a program, Events													
	TCD Communication Program sub-total	\$35,000.00	\$5,970.89	17%	\$35,000.00	\$0.00	ESTIMATED Stable			0.0%									
	Program Budget Summary																		
	TCD Agriculture Program	\$254,450.00	\$15,500.23	6%	\$283,163.00	\$28,713.00				11.3%									
	GIS & Mapping	\$12,000.00	\$8,036.47	67%	\$14,000.00	\$2,000.00				16.7%									
	Sustainability Projects	\$133,100.00	\$48,879.27	37%	\$99,263.27	-\$33,836.73				-25.4%									
	Tech. Assistance Grants & Discretionary	\$384,042.42	\$72,142.00	19%	\$400,000.00	\$15,957.58				4.2%									
	Water Resources Projects	\$358,244.00	\$150,009.21	42%	\$454,678.00	\$96,434.00				26.9%									
	Wildlife Projects	\$101,250.00	\$26,987.93	27%	\$89,500.00	-\$11,750.00				-11.6%									
	Communications	\$35,000.00	\$5,970.89	17%	\$35,000.00	\$0.00				0.0%									
	Program Budget Total	\$1,278,086.42	\$327,526.00	26%	\$1,375,604.27	\$97,517.85	ESTIMATED Increase			7.6%									

Operations Budget						
	Budgeted FY 18	Spent to Date		Proposed FY 19		
Operations Expenses						
General Office Expenses						
Rent & Office Fixtures	\$54,000.00	\$46,289.92	86%	\$55,800.00	Contract + 3% Apr-June, snow & landscape, Fridge/Electrical \$800	
Cleaning	\$4,500.00	\$3,227.72	72%	\$4,000.00	Monthly cleaning & cleaning supplies	
Electricity	\$2,000.00	\$1,301.87	65%	\$2,000.00	Electricity for the year	
Recycling & Garbage	\$1,200.00	\$741.06	62%	\$1,200.00	Weekly garbage and semi-weekly recycling	
sub-total	\$61,700.00	\$51,560.57	84%	\$63,000.00	\$1,300.00 Increase	2.1%
Supplies & Equipment						
Office Supplies	\$4,000.00	\$1,568.23	39%	\$4,000.00	Office supplies & equipment	
Postage & Shipping	\$1,000.00	\$227.15	23%	\$750.00	Office postage, shipping & supplies expense, increased communication	
Computer System Maintenance	\$7,500.00	\$6,277.89	84%	\$20,000.00	Maint./repair, updated software & anti-virus + offsite backup & backup audit, server	
Employee Safety Equip. & Training	\$300.00	\$159.50	53%	\$1,500.00	Safety Training and Equipment	
sub-total	\$12,800.00	\$8,232.77	64%	\$26,250.00	\$13,450.00 Increase	105.1% Server R&R
Communications & Travel						
Landline/Cell Phones	\$7,500.00	\$4,334.23	58%	\$7,500.00	Monthly landline and cell phone expense	
Internet Service	\$1,000.00	\$824.93	82%	\$1,250.00	internet service & hookup fee	
TCD Vehicles, Trailer & Equip.	\$10,000.00	\$2,959.03	30%	\$7,500.00	Vehicle Maintenance/Supplies, Fuel & Mileage	
sub-total	\$18,500.00	\$8,118.19	44%	\$16,250.00	-\$2,250.00 Decrease	-12.2%
Professional Expense						
Legal & Accounting + Advertising	\$30,000.00	\$22,561.15	75%	\$30,000.00	\$15,000 audit + legal+Employee/Board bonds+Direct Deposit Fees	
Liability Insurance & Bonds	\$10,000.00	\$8,365.00	84%	\$10,000.00	Office, vehicle & LGSIP insurance policies	
Dues & Subscriptions	\$15,000.00	\$14,661.62	98%	\$17,500.00	\$12,500 WACD+ \$750 NACD+\$200 HCRC&D, \$1100 Rotary, etc.	
TCD Equipment & Clothing Stipend	\$2,000.00	\$640.70	32%	\$2,000.00	TCD Logo Clothing for Staff and Board Members	
Board Travel & Supplies	\$500.00	\$126.50	25%	\$500.00	Board members travel expenses for meeting/meeting supplies	
Employee Training: All Staff	\$1,800.00	\$516.40	29%	\$4,000.00	Professional Trainings funds available for all staff	
Training - RS	\$1,200.00	\$0.00	0%	\$3,000.00	AIM Range Monitoring Class and Soil Science Class	
Training - MG	\$2,500.00	\$2,500.00	100%	\$5,000.00	TWS Annual Conf. , GIS Certification	
Training - CG	\$800.00	\$0.00	0%	\$800.00	Wetland Delineation, Rosgen Stream Classification, Data set training	
Training - EH	\$1,600.00	\$0.00	0%	\$3,500.00	3 Accounting Classes online through LSU	
Training - TS	\$350.00	\$89.00	25%	\$380.00	Annual Wildlife Society + Global Leadership Summit	
Training - CB				\$400.00	CWC Courses (2),	
Training - CS				\$2,000.00	WACD Water Quality Training Modules, R Programing + other opportunities	
TCD Report Printing + Advertising	\$800.00	\$975.60	122%	\$1,000.00	POW / Annual Report /Budget / LRP + TAC Grants, increase for Communications?	
sub-total	\$66,550.00	\$50,435.97	76%	\$80,080.00	\$13,530.00 Increase	20.3%
Meeting & Misc. Expense						
TCD Regular Meetings	\$600.00	\$856.25	143%	\$2,000.00	TCD Monthly & Special Meetings Advertising + Food	
WACD Area Meeting	\$500.00	\$306.54	61%	\$500.00	Annual Area 5 Meeting -	
WACD State Meeting	\$1,500.00	\$1,849.86	123%	\$2,500.00	Annual WACD Meeting w/lodging and meals	
WACD / WCDEA Meetings	\$400.00	\$0.00	0%	\$1,500.00	WACD topic meetings + Certification for Communications Person	
Other Meetings	\$600.00	\$216.04	36%	\$600.00	Business Meals	
Miscellaneous Expense	\$1,000.00	\$85.00	9%	\$1,000.00	Unanticipated expenses	
sub-total	\$4,600.00	\$3,313.69	72%	\$8,100.00	\$3,500.00 Increase	76.1%
Operations (no payroll) Budget Total	\$164,150.00	\$118,347.50	72%	\$193,680.00	\$29,530.00 ESTIMATED Increase	18.0%
Employee Payroll Expense						

	Employee Wages	\$459,000.00	\$380,199.58	83%	\$482,000.00	Current Salary Rate for FY 2018 + 5%												
	Employer Payroll Taxes	\$36,000.00	(in wages)		\$38,000.00	Employer pays 0.0765% of wages in taxes - *TCD net amount												
	Worker's Compensation	\$9,000.00	\$5,969.38	66%	\$11,000.00	Added 1 full time staff in FY 2018												
	Health & Dental Insurance	\$104,500.00	\$62,297.94	60%	\$110,000.00	Very Slight Rate Decrease in Dental premium for FY 2018												
	Employer Retirement Expense	\$51,500.00	(in wages)		\$63,000.00	13.0% of salaries, per WRS as of 09/01/2018 (*TCD net amount + 0.25 change)												
	WRS/Unemployment /Leave Liability	\$10,000.00	\$0.00	0%	\$10,000.00	Unemployment,leave and liability payout fund												
	sub-total	\$670,000.00	\$448,466.90	67%	\$714,000.00	\$44,000.00 Increase					6.6%							
	Operations + Payroll Expense Total	\$834,150.00	\$566,814.40	68%	\$907,680.00	\$73,530.00 POTENTIAL Increase					8.8%							
	Budget Grand Totals	\$2,112,236.42	\$894,340.40	42%	\$2,283,284.27	\$171,047.85 ESTIMATED Increase					8.1%							
						Income Proj												
						Cash FY End												
						Total Funds												
						Less Reserve												
						Less Committed												
						Total Available												
						Less Total Budget												
						Difference												