

<p style="text-align: center;">ADMINISTRATIVE COMMITTEE OF THE CARSON WATER SUBCONSERVANCY DISTRICT</p>
--

NOTICE OF PUBLIC MEETING

DATE: January 24, 2018
TIME: 3:00 P.M.
LOCATION: Carson Water Subconservancy District Conference Room
777 E. William St., #110
Carson City, NV

Please Note: A quorum of the CWSD Board of Directors will not be present at this committee meeting. Any action on the part of the committee is for recommendation to the full CWSD Board of Directors for ultimate action. Reasonable efforts will be made to assist and accommodate individuals with disabilities who wish to attend the meeting. Please contact Toni Leffler at (775) 887-7450 (<mailto:toni@cwsd.org>), at least three (3) days in advance so that arrangements can be made.

AGENDA

- 1) Call to order of the Carson Water Subconservancy District's (CWSD) Administrative Committee
- 2) Roll Call
- 3) Discussion Only: Public comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
- 4) For Possible Action: Approval of the Administrative Committee Minutes from November 30, 2017.
- 5) For Possible Action: Discussion regarding Storey County becoming an official member of the Carson River Watershed Committee including possible contribution from Storey County.
- 6) For Possible Action: Discussion regarding revising CWSD Interlocal Agreements.
- 7) For Possible Action: Re-evaluate CWSD Staff's current salary ranges.
- 8) For Possible Action: Discuss proposed COLA adjustment for fiscal year 2018-19.
- 9) Discussion Only: Public comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
- 10) For Possible Action: Adjournment

Supporting material for this meeting may be requested from Toni Leffler at 775-887-7450 (<mailto:toni@cwsd.org>) and is available at the CWSD offices at 777 E. William St., #110A, Carson City, NV 89701 and on the CWSD website at www.cwsd.org.

In accordance with NRS 241.020, this notice and agenda has been posted at the following locations:

-Dayton Utilities Complex
34 Lakes Blvd
Dayton, NV

-Minden Inn Office Complex
1594 Esmeralda Avenue
Minden, NV

-Lyon County Administrative Building
27 S. Main St.
Yerington, NV

-Churchill County Administrative Complex
155 N Taylor St.
Fallon, NV

-Carson City Hall
201 N. Carson St.
Carson City, NV

-Carson Water Subconservancy District Office
777 E. William St., #110A
Carson City, NV

-Alpine County Administrative Building
99 Water St.
Markleeville, CA

-CWSD website:
<http://www.cwsd.org>

-State public meetings website:
<http://notice.nv.gov>

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 9:00 A.M. on January 18, 2018, he/she posted a copy of the Notice of Public Meeting and Agenda for the January 24, 2018, meeting of the Administrative Committee of the Carson Water Subconservancy District in accordance with NRS 241.020; said agenda was posted at the following location:

_____.

SIGNATURE

Name: _____

Title: _____

Date & Time of Posting: _____

MEMORANDUM

TO: Administrative Committee

FROM: Edwin James

DATE: 1-24-18

SUBJECT: Agenda Items Background Information

Item #5 - For Possible Action: Discussion regarding Storey County becoming an official member of the Carson River Watershed Committee including possible contribution from Storey County.

Staff has had discussions with Austin Osborne from Storey County regarding Storey County becoming an official member of the Carson River Watershed Committee, like the Alpine County representatives. Staff is looking for direction regarding how many representatives there should be from Storey County and whether CWSD wants to enter into a MOU with Storey County as we have with Alpine County. The MOU would address possible contributions from Storey County and paying Storey County for their representative(s) attending committee meetings.

Item #6 - For Possible Action: Discussion regarding revising CWSD Interlocal Agreements.

Director Griffith has suggested that CWSD may want to revise its Interlocal Agreements, especially dealing with liability concerns. Director Griffith has provided some proposed language which I discussed with our insurance carrier. Jim Norton of Warren Reed Insurance said that, although the old language was adequate, most of the proposed new language would be worth adding into our agreements. There is a balancing act between protecting CWSD from potential liability and not complicating agreements with excessive legalese. Attached is a draft of the revised Interlocal Agreement language. The old language is in **BLACK**; the new language is in **BLUE**; and the language that will change with each agreement is in **RED**.

Item # 7 - For Possible Action: Reevaluate CWSD Staff's current salary ranges.

In keeping and recruiting good employees it is important that the CWSD salary ranges are competitive with the surrounding area. Staff recently did a salary comparison with the other Nevada counties in the watershed. It is difficult to do a true comparison since what CWSD does is unique. Attached is a list of our salary ranges compared to a "similar" job in the other counties. Based on these comparisons, staff is proposing that salary ranges be modified as shown on the attachment.

These proposed changes to the salary ranges will not have any impact on this year's budget since all the employees' salaries are already currently within the proposed salary ranges.

Item # 8 - For Possible Action: Discuss proposed COLA adjustment for fiscal year 2018-19.

Staff would like to talk about adopting the same 1.75% COLA adjustment that Carson City is giving its employees. It would also be beneficial to have a CWSD policy or formula in place for determining future COLA adjustments.

**CARSON WATER SUBCONSERVANCY DISTRICT
ADMINISTRATIVE COMMITTEE
November 30, 2017, 9:00 A.M.**

DRAFT Meeting Minutes

Committee Members Present:

Karen Abowd, Carson City
Carl Erquiaga, Churchill County
Don Jardine, Alpine County
Doug Johnson, Douglas County
Chuck Roberts, Lyon County

Staff Present:

Ed James, General Manager
Toni Leffler, Administrative Assistant

Others Present: none

Ms. Abowd called the meeting of the Administrative Committee to order at 9:04 a.m. in the Conference Room of Carson Water Subconservancy, 777 East William Street, Suite 110, Carson City, Nevada. A quorum of the Administrative Committee was present.

Item #3 – Discussion Only: Public Comment - None

Item #4 - For Possible Action: Approval of the Administrative Committee minutes from November 3, 2017. *Committee Member Roberts made a motion to approve the Administrative Committee minutes from November 3, 2017, which was seconded by Committee Member Erquiaga and unanimously approved by the Administrative Committee, with Committee Member Jardine abstaining for not having been at that meeting.*

Item #5 - For Possible Action: Selection of a candidate to receive the 2018 Andy Aldax Carson River Watershed Award. Mr. James explained that there have been four nominees for the 2018 Andy Aldax Award as follows:

- Alpine Watershed Group – nominated by David Griffith
- Steve Lewis – nominated by John Cobourn and Dan Kaffer
- Jean Stone – nominated by Rebecca Bodnar
- Lynn Zonge – nominated by Donna Inversin, Mark Kimbrough, and Jeff Potter

Ms. Abowd noted that Steve Lewis was nominated last year for the Andy Aldax Award but backed away to allow Juan Guzman to receive the award since he was retiring. This year, Steve Lewis is retiring and moving to Idaho, so she felt it appropriate to give Dr. Lewis the award to thank him for all his work in the Carson River Watershed.

No public comment. *Committee Member Roberts made the motion that the Administrative Committee recommend CWSD Board selection of Dr. Steve Lewis to receive the 2018 Andy Aldax*

Carson River Watershed Award. Committee Member Jardine seconded the motion which was unanimously approved by the Administrative Committee.

Item #6 - For Possible Action: Selection of CWSD committee members for 2018. Mr. James explained that no Board members had requested a different committee assignment than the ones they had for 2017, so he suggested keeping the committees the same for 2018.

No public comment. *There being no request for changes, Committee Member Roberts made the motion that the Administrative Committee recommend CWSD Board appointment of Board members to the same CWSD committees as in 2017. The motion was seconded by Committee Member Jardine and unanimously approved by the Administrative Committee.*

Item #7 – Discussion Only: Public Comment. Mr. Jardine asked when the agenda and advertisement for the Water Summit will come out. Mr. James responded that he has been working on it and is just waiting for a response back from the person he is asking to talk about California issues. He mentioned the main speakers and their topics:

- Jason King, State Engineer, speaking on Nevada Water Law and current issues
- Mike Dettinger from the USGS speaking on Water for the Seasons program
- Wes Kitlasten from the USGS speaking on the modeling they are doing on the Carson River
- Someone from California speaking on water issues in California

Ms. Abowd asked if anyone would speak about induction wells, to which Mr. James responded that he would cover that topic. Ms. Abowd also asked if someone would talk about the use of reclaimed water. Mr. James mentioned that he will contact someone from NDEP to see if they could participate in the summit. Mr. Jardine mentioned that those topics would be of interest to California water experts and suggested talking with Patty Kouyoumdjian, Executive Officer with the Lahontan Water Quality Control Board, and invite them to come to the Water Summit.

Mr. Jardine reported that South Tahoe PUD is in full compliance with EPA regulations for effluent treatment, but a question arose at a recent meeting about the impact of pharmaceuticals in waste water, so Alpine County has requested a higher standard of testing. Mr. Jardine gave Mr. James a list of what is being tested for. Mr. James mentioned that he has been reading about this topic and in Europe studies have shown that pharmaceuticals in the water have a greater impact on the environment than on drinking water.

Item #8 – Adjournment. *There being no further business to come before the Administrative Committee, Committee Member Jardine made the motion to adjourn and the meeting adjourned at 9:17 a.m.*

Respectfully submitted,

Toni Leffler
Secretary

INTERLOCAL CONTRACT

Addressing Funding from Carson Water Subconservancy District
to Carson Valley Conservation District
to Assist with Permitting and Overseeing Flood Repairs
Along the Carson River in Douglas County

THIS CONTRACT dated this ____ day of _____, 2017, is entered into by and between **CARSON VALLEY** CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, DISTRICT is a governmental subdivision of the State of Nevada a public body corporate and politic, organized in accordance with the provisions of Chapter 548 of the Nevada Revised Statutes (NRS); and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of NRS 277.180 and must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CWSD and DISTRICT each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, significant damage to the riverbanks of the Carson River through Douglas County occurred as a result of flooding in January and February of 2017; and

WHEREAS, DISTRICT has requested \$135,000.00 funding to assist with permitting and overseeing flood repairs along the Carson River in Douglas County.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

1. CONTRACT TERM:

- a CWSD hereby grants to DISTRICT \$135,000.00 to assist with permitting and overseeing flood repairs along the Carson River in Douglas County as identified and described in Exhibit "A"; and
- b DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.

- c CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d DISTRICT will submit Project Summary Reports ([See Exhibit B](#)), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$135,000.00.
- f This Contract shall terminate December 31, 2018, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
 - i. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - ii. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

3. GENERAL LIABILITY INSURANCE:

- a. Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, **DISTRICT** shall maintain commercial general liability as follows:
- b. Two Million Dollars (\$2,000,000.00) - General Aggregate.
- c. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- d. One Million Dollars (\$1,000,000.00) - Each Occurrence.
- e. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- f. **DISTRICT**, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- g. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to **DISTRICT**. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- h. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- i. Contractor waives all rights against **DISTRICT** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against **DISTRICT** with respect to any loss paid under the policy.

4. BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- a. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- b. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- c. Contractor waives all rights against **DISTRICT** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

5. PROFESSIONAL LIABILITY INSURANCE

- a. **DISTRICT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- b. Retroactive date: Prior to commencement of the performance of this Contract.
- c. **DISTRICT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **DISTRICT** shall purchase Extended Reporting Period coverage for claims arising out of **DISTRICT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- d. A certified copy of this policy may be required.

6. NOTICE:

- a. For invoicing and notice purposes, the address of each party is as follows:

DISTRICT
 Attn.: **Richard Wilkinson**
Grant Coordinator
1702 County Rd., # A
Minden, NV 89423
(775) 782-3661 x 112

CWSD
 Attn.: Edwin James
 General Manager
 777 E. William St., #110
 Carson City, NV 89706
 (775) 887-7456

7. ENTIRE CONTRACT AND MODIFICATION:

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.

8. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from **July 1, 2017**, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

DATED: _____

CARSON VALLEY
CONSERVATION DISTRICT

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

James Settelmeyer, Chairperson

ATTEST:

Karen Abowd, Chairperson

ATTEST:

J.B. Lekumberry, Secretary

Toni M. Leffler, Secretary to the Board

General Manager Position
Salary Comparison 2017-18

Salary Comparison 2017-18			Comparison Duties More (M)/ Less (L)/Equivalent
Title	Start (\$/Month)	End (\$/Month)	E
Carson City			
Public Works Director	\$8,126	\$13,002	E
Deputy City Manager	\$8,728	\$13,965	L
Douglas County			
Director of Public Works	\$7,427	\$11,140	E
Director Community Development	\$7,427	\$11,140	E
Assistant County Manager	\$8,568	\$12,851	L
Lyon County			
County Manager E1	\$9,393	\$14,089	L
Churchill County			
County Manager 89	\$9,668	\$13,000	L
General Manager	Current (10 Step) Salary Range		Proposed (12 Step) Salary Range
	Start (\$/Month)	End (\$/Month)	Start (\$/Month)
	\$	\$	\$
	7,644.00	10,783.00	7,644.00
			11,551.00

Watershed Program Manager Position
Salary Comparison 2017-18

Salary Comparison 2017-18			Comparison
Title	Salary Range		Duties More (M)/ Less (L)/Equivalent E
	Start (\$/Month)	End (\$/Month)	
Carson City			
Open Space Administrator	\$5,589	\$8,384	E
Douglas County			
Parks Superintendent	\$5,595	\$8,395	E
Stormwater Manager	\$5,209	\$7,812	M
Lyon County			
Senior Planner P2	\$4,504	\$6,756	M
Churchill County			
Planner Director 72	\$6,354	\$8,545	E

Watershed Program Manager	Current (10 Step) Salary Range		Proposed (12 Step) Salary Range	
	Start (\$/Month)	End (\$/Month)	Start (\$/Month)	End (\$/Month)
	\$ 5,252.00	\$ 7,408.00	\$ 5,436.00	\$ 8,214.00

**Administrative Assistant Position
Salary Comparison 2017-18**

Title	Salary Range		Comparison Duties More (M)/ Less (L)/Equivalent E	
	Start (\$/Month)	End (\$/Month)		
Carson City				
Administrative Assistant	\$3,160	\$4,740	M	
Douglas County				
Administrative Assistant	\$3,451	\$5,177	E	
Lyon County				
Administrative Assistant A3	\$3,230	\$5,168	E	
Office Supervisor	\$3,876	\$6,202	L	
Churchill County				
Administrative Assistant 47	\$3,428	\$4,610	M	
Office Supervisor	\$3,976	\$5,347	L	
	Current (10 Step) Salary Range		Proposed (12 Step) Salary Range	
	Start (\$/Month)	End (\$/Month)	Start (\$/Month)	End (\$/Month)
	\$	\$		
Administrative Assistant	3,609.00	5,091.00	\$ 3,487.00	\$5,269.00

Water Resource Specialist 2 & Watershed Program Specialist Positions
Salary Comparison 2017-18

Title	Salary Range		Comparison Duties More (M)/ Less (L)/Equivalent E	
	Start (\$/Month)	End (\$/Month)		
Carson City				
Senior Natural Resource Specialist	\$4,273	\$6,409	E	
Douglas County				
Stormwater Manager	\$5,209	\$7,812	L	
Associate Planner	\$4,422	\$6,634	L	
Lyon County				
Planner P1	\$4,504	\$6,756	E	
Churchill County				
Associate Planner	\$4,281	\$5,758	M	
	Current (10 Step) Salary Range		Proposed (12 Step) Salary Range	
	Start (\$/Month)	End (\$/Month)	Start (\$/Month)	End (\$/Month)
Water Resource Specialist 2	\$ 4,247	\$ 5,991	\$ 4,396	\$ 6,642
Watershed Program Specialist	\$ 4,247	\$ 5,991	\$ 4,396	\$ 6,642