

Exhibit "A"

Carson Valley Conservation District for Bioengineering and Vegetation Management Along the Carson River Through Carson Valley

Carson Valley Conservation District (DISTRICT) plans to continue with bioengineering along the Carson River in Carson Valley. The projects repair damaged banks on the river and sloughs and provide wildlife habitat, improve water quality, and increase production of the riparian environment.

The vegetation management work will be done using a three-person crew and a project supervisor. The work is done by hand to create the least amount of impact on the project sites. DISTRICT will harvest local willows and assemble them into mattresses, fascines, and rafts that cover the eroded bank and can sprout and take root, creating a living matrix for reinforcing the eroded banks and the structures by the waterline, slow the velocity of the water, and capture sediment to heal the banks as naturally as possible.

Using various bioengineering techniques determined to be effective in the area of the demonstration project on the Nature Conservancy Ranch in Genoa, the goal is to immediately cover the eroding banks with plant materials (willows) so as to stop erosion right away and provide a living patch that can grow and reinforce the banks. These patches also provide wildlife habitat, shade for the water, and gather sediment as the water level rises and ebbs.

There is also a maintenance component to the projects so the DISTRICT can address areas that might need additional attention. The vertical willows are soaked and then planted so that they can take root and sprout in the spring.

Vegetation management also includes the removal of vegetation damaging pests.

AGENDA ITEM #17

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #17 - Discussion for possible action regarding approval of Interlocal Contract #2014-6 with **Carson Valley Conservation District** for Buzzy's Ranch Streambank Rehabilitation.

DISCUSSION: Interlocal Contract #2014-6 with Carson Valley Conservation District (CVCD) is for the Buzzy's Ranch streambank rehabilitation project. The total agreement amount is \$20,000 which was approved in the FY 2014-15 budget (see attached draft Agreement).

STAFF RECOMMENDATION: Approve Interlocal Contract #2014-6 with Carson Valley Conservation District for Buzzy's Ranch Streambank Rehabilitation.

CONTRACT #2014-6

INTERLOCAL CONTRACT

**Addressing Funding From Subconservancy District
To Carson Valley Conservation District
for Buzzy's Ranch Streambank Rehabilitation**

THIS CONTRACT dated this ____ day of _____, 2014, 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 accordingly 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, DISTRICT has requested \$20,000.00 funding Buzzy's Ranch streambank restoration as identified and described in Exhibit "A."

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

1. CWSD hereby grants to DISTRICT \$20,000.00 to Buzzy's Ranch streambank rehabilitation as identified and described in Exhibit "A."

2. DISTRICT will submit requests for funding periodically over the fiscal year 2014-15. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
4. CWSD shall not be responsible for costs exceeding \$20,000.00, unless written approval from CWSD authorizing additional funds have been granted.
5. This Contract shall terminate June 30, 2015, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. 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.
7. 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.
8. a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's 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.

b. 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.

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

DISTRICT
Attn.: Paul Pugsley
Watershed 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 89701
(775) 887-7456

10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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

James Settelmeyer, Chairperson

ATTEST:

J.B. Lekumberry, Secretary

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Ernest Schank, Chairperson

ATTEST:

Toni M. Leffler, Secretary to the Board

Exhibit "A"

Carson Valley Conservation District for Buzzy's Ranch Streambank Rehabilitation

Buzzy's Ranch streambank is the reach on the Carson River from Riverview (Lloyd's) Bridge to the southern boundary of Riverview Park. The riparian corridor on the west side of the River is severely impaired due to noxious weeds (especially thistle), loss of vegetation due to predation (beavers) and river scour with a 600' reach of vertical bank as a result of past high water events.

The Carson Valley Conservation District (CVCD), in conjunction with Carson City Open Space (property owner) and Jarrad Ranch (property manager) would like to address these impairments. A substantial portion of the expense will be incurred to install willow stream barbs (Piper Spurs) in the 600' section of the bank with vertical walls. CVCD will work with the Carson City Weed Coalition to deal with the noxious weeds through the entire reach and re-vegetation of the treated areas based on plans to be developed with Jarrad Ranch, NRCS, Carson City Open Space, and Carson City Weed Coalition.

Statement of work:

- a) Re-vegetation of the top of bank, including dealing with decadent plant materials and removal of debris and replanting with appropriate dry land grasses and scrubs. Protecting cottonwoods with poultry fencing with a diameter greater than 2.5 inches. Otherwise reduce predation on vegetation by beavers.
- b) Develop appropriate design for re-vegetation of 600' section scoured stream bank.
- c) Seek additional funding for installation of above design.

AGENDA ITEM #18

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES *ej*

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #18 - Discussion for possible action regarding approval of Interlocal Contract #2014-8 with **Dayton Valley Conservation District** for a Middle Carson River Clearing, Snagging, and Maintenance Projects.

DISCUSSION: Interlocal Contract #2014-8 with Dayton Valley Conservation District (DVCD) is to help fund DVCD's effort to carry out clearing, snagging, and maintenance activities, as well as control beaver activity along the Middle Carson River. The total agreement amount is \$75,000 which was approved in the FY 2014-15 budget (see attached draft Agreement).

STAFF RECOMMENDATION: Approve Interlocal Contract #2014-8 with Dayton Valley Conservation District for a Middle Carson River Clearing, Snagging, and Maintenance Projects.

CONTRACT #2014-8

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
to Dayton Valley Conservation District to Perform Work
on the Middle Carson River
Clearing, Snagging, and Maintenance Projects

THIS CONTRACT dated this ____ day of _____, 2014, is entered into by and between DAYTON 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 accordingly 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, DISTRICT has requested \$75,000.00 funding to perform river restoration and stabilization projects during fiscal year 2014-15 on projects identified and described in Exhibit "A."

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

1. CWSD hereby grants to DISTRICT \$75,000.00 for the costs to conduct maintenance on existing projects, clearing and snagging, streambank restoration and channel capacity projects and otherwise pay for items and activities identified and described in Exhibit "A".
2. DISTRICT will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$75,000.00.
5. This Contract shall terminate June 30, 2015, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. 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.
7. 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.
8. a. Consistent with paragraph 7 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.

b. 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.

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

DISTRICT
Attn.: Richard Wilkinson
District Manager
P.O. Box 1807
Dayton, NV 89403
(775) 246-1999

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110A
Carson City, NV 89701
(775) 887-7456

10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
11. 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.
12. 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.

13. 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.
14. Notwithstanding this Contract is initially executed by the District Manager of the DISTRICT and General Manager of CWSD, this Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
15. 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
16. 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: _____

DAYTON VALLEY
CONSERVATION DISTRICT

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Chuck Robert, Chairperson

Ernest Schank, Chairperson

ATTEST:

ATTEST:

Joe Ricci, Secretary/Treasurer

Toni M. Leffler, Secretary to the Board

DRAFT

Exhibit "A"

Dayton Valley Conservation District Middle Carson River Clearing, Snagging, and Maintenance Projects, Dayton, Nevada

The DVCD will examine the entire stretch of the Middle Carson River for areas that have accumulated large woody debris and sand/gravel deposits. The district will identify several project areas that have a need for channel clearing, snagging, and maintenance activities.

Once identified, the district will bid and advertise for a contractor to help remove woody debris and place sand and gravel deposits to adjacent banks for future restoration using bioengineering techniques. All best management practices will be implemented and permitting will be completed by district staff. All projects will be identified and monitored with gps photo waypoints establishing reference points for all projects.

The DVCD will also examine the entire stretch of the Middle Carson River for areas that have evidence of significant beaver activity. The district has been working with local landowners and other resource agencies to protect the vital cottonwood gallery within the Middle Carson River. The invasive rodent has negatively impacted both large and small size cottonwoods. The district will solicit support to actively trap beavers within the river channel and adjacent irrigation ditches. The district staff will also place protective fencing around areas that are currently active in beaver damage.

AGENDA ITEM #19

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #19 - Discussion for possible action regarding approval of Interlocal Contract #2014-9 with Lahontan Conservation District for a Lower Carson River Clearing and Snagging.

DISCUSSION: Agreement #2014-9 with Lahontan Conservation District (LCD) is to help fund LCD's ongoing effort to monitor the lower Carson River, remove dead vegetation and debris restricting channel capacity, and beaver and beaver dam removal to improve water flow in the channel below the Diversion Dam. The total agreement amount is \$20,000 which was approved in the FY 2014-15 budget (see attached draft Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2014-9 with Lahontan Conservation District for a Lower Carson River Clearing and Snagging.

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
to Lahontan Conservation District to Perform Work
on Clearing and Snagging
On the Carson River Below the Diversion Dam

THIS CONTRACT dated this ____ day of _____, 2014, is entered into by and between LAHONTAN CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "LCD") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, LCD 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 accordingly 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 LCD each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, LCD has requested funding to perform work during fiscal year 2014-15 on projects identified and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$20,000.00 for the fiscal year beginning July 1, 2014, and to grant LCD said amount in order to assist with the projects set forth in Exhibit "A".

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

1. CWSD hereby grants to LCD up to \$20,000.00 for the costs to conduct clearing and snagging on the Carson River below the Diversion Dam and otherwise pay for items and activities required to complete the projects identified and described in Exhibit "A".
2. LCD will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to LCD within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$20,000.00.
5. This Contract shall terminate June 30, 2015, at which time LCD shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. 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 LCD for all costs that occurred under this Agreement up to the date the Agreement is terminated.
7. 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.
8. a. Consistent with paragraph 7 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.

b. 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.

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

LCD
Attn.: Jackie Bogdanowicz
Conservation Specialist
111 Sheckler Rd.
Fallon, NV 89406
(775) 423-5124

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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: _____

LAHONTAN
CONSERVATION DISTRICT

Lynn Pearce, Chairperson

ATTEST:

Morena Heser
Secretary/Treasurer

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Ernest Schank, Chairperson

ATTEST:

Toni M. Leffler
Secretary to the Board

Exhibit "A"

Clearing and Snagging on the Carson River Below the Diversion Dam

The project is designed to:

- Continue with a long-term monitoring program on the lower Carson River.
- Remove dead vegetation and debris restricting channel capacity.
- Beaver and beaver dam removal to improve water flow in the channel.

DRAFT

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #20 - Discussion for possible action regarding approval of Interlocal Contract #2014-10 with **Churchill County** for Development of a Water Rights Dedication and Deed Tracking Database.

DISCUSSION: Interlocal Contract #2014-10 with Churchill County is for a Water Rights Dedication and Deed Tracking Database. The total agreement amount is \$16,840 which was approved in the FY 2014-15 budget (see attached draft Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2014-10 with Churchill County for Development of a Water Rights Dedication and Deed Tracking Database.

INTERLOCAL CONTRACT

Addressing Reimbursement From Carson Water Subconservancy
District to Churchill County to Assist in the
Development of a Carson River Water Rights Dedication and
Deed Tracking Database

THIS CONTRACT dated this ____ day of _____, 2014, is entered into by and between CHURCHILL COUNTY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, CHURCHILL COUNTY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; 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 accordingly 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 has agreed to set aside a total amount of \$16,840.00 for the fiscal years 2014-15 and 2015-16, commencing July 1, 2014; and to grant CHURCHILL COUNTY said amount in order to assist with the two-year process to develop a Water Rights Dedication Tracking Database.

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. CWSD hereby grants to CHURCHILL COUNTY up to \$16,840.00 for the costs to assist in the development of a Water Rights Dedication Tracking Database as described in Exhibit "A."
2. CHURCHILL COUNTY will submit a request for the \$16,840.00 over the fiscal years 2014-15 and 2015-16, for reimbursement of CHURCHILL COUNTY'S expenditures toward the two-year process of development of a Dedication Tracking Database. The request for reimbursement shall be accompanied by a description of what has actually been expended and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to CHURCHILL COUNTY within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$16,840.00.
5. This Contract shall terminate June 30, 2016, at which time CHURCHILL COUNTY shall have one (1) month thereafter to submit all final invoices for payment related to work performed under this Contract.
6. 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 CHURCHILL COUNTY for all costs that occurred under this Agreement up to the date the Agreement is terminated.
7. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties hereunder shall not be

subject to punitive damages and, to the extent applicable, contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

8. a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend (not excluding the other's 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.
- b. 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 notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable for attorneys' fees and costs for the indemnified party's exercise of its right hereunder to participate with legal counsel.

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

CHURCHILL COUNTY
Attn.: Eleanor Lockwood
County Manager
155 N. Taylor St., Ste. 153
Fallon, NV 89406-2748
(775) 775/423-5136

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

10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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: _____

CHURCHILL COUNTY

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Carl Erquiaga, Chairman

Ernest C. Schank, Chairman

ATTEST:

Kelly G. Helton, Clerk

ATTEST:

Toni M. Leffler
Secretary to the Board

DRAFT

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #21 - Discussion for possible action regarding approval of Interlocal Contract #2014-12 with **Douglas County** for Preliminary Evaluation for East Fork Channel Restoration and Irrigation Improvements.

DISCUSSION: Interlocal Contract #2014-12 with Douglas County is for Preliminary Evaluation for East Fork Channel Restoration and Irrigation Improvements. The total contract amount is \$30,000 which was approved in the FY 2014-15 budget (see attached draft Interlocal Contract).

STAFF RECOMMENDATION: Approve Interlocal Contract #2014-12 with Douglas County for Preliminary Evaluation for East Fork Channel Restoration and Irrigation Improvements.

INTERLOCAL CONTRACT

Addressing Funding From Carson Water Subconservancy District
to Douglas County toward the Preliminary Evaluation for East Fork Channel
Restoration and Irrigation Improvements

THIS CONTRACT dated this ____ day of _____, 2014, is entered into by
and between DOUGLAS COUNTY, a political subdivision of the State of Nevada and
the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the
State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, DOUGLAS COUNTY is a governmental subdivision of the State of
Nevada and therefore a public agency under NRS 277.100; 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 accordingly 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, DOUGLAS COUNTY has requested funding assistance to develop
a preliminary evaluation for East Fork Channel Restoration and Irrigation Improvements
as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$30,000.00 for fiscal year 2014-15,
and to grant DOUGLAS COUNTY said amount in order to assist with the project set
forth in Exhibit "A".

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

1. CWSD hereby grants to DOUGLAS COUNTY up to \$30,000.00 during fiscal year 2014-15 for the costs for DOUGLAS COUNTY to develop a preliminary evaluation for East Fork Channel Restoration and irrigation Improvements as described in Exhibit "A ".
2. DOUGLAS COUNTY will submit requests for funding periodically during fiscal year 2014-15. The requests for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the requests to DOUGLAS COUNTY within four (4) weeks of the approval of each request.
4. CWSD shall have no responsibility for costs incurred for DOUGLAS COUNTY for preliminary evaluation for East Fork Channel Restoration and Irrigation Improvements exceeding \$30,000.00 for fiscal year 2014-15.
5. This Contract shall terminate on June 30, 2015, at which time DOUGLAS COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. 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.

7.
 - a. Consistent with paragraph 6 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.
 - b. 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.
8. For invoicing and notice purposes, the address of each party is as follows:

DOUGLAS COUNTY
Attn.: Mimi Moss
Planning Director
P. O. Box 218
1594 Esmeralda Ave.
Minden, NV 89423
(775) 782-6230

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

9. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
10. 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.
11. 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.
12. 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.
13. This Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
14. 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.
15. 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: _____

DOUGLAS COUNTY

Doug Johnson, Chairman

ATTEST:

Ted Thran, Clerk/Treasurer

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Ernest Schank, Chairman

ATTEST:

Toni M. Leffler, Secretary to the Board

DRAFT

Exhibit "A"

Preliminary Evaluation for East Fork Channel Restoration and Irrigation Improvements

The East Fork of the Carson River has migrated from its historic channel to the east. This meander has occurred just south of the diversion structure for the Rocky/Virginia Irrigation Canals. While it is expected that the channel in the East Fork will meander over time, it is the location of this meander that is particularly worrisome. A low point exists. It is anticipated that during a future flood event the East Fork may cut a permanent channel at this location. If this channel continues to migrate, the diversion structure for the Rocky/Virginia Irrigation Canals will be bypassed leaving hundreds of irrigation users without irrigation water.

The meander is causing erosion problems on Bureau of Indian Affairs (BIA) property and has the potential to cause damage to the Carson Valley Golf and Country Club. By restoring the channel to its historic location, future erosion can be mitigated and the golf course protected.

Because potential corrections to one area in the river could cause damage to other areas in the river. Douglas County will conduct a preliminary evaluation on how best to deal with the river meandering upstream of the Rocky/Virginia diversion.

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #22 - Discussion for possible action to surplus outdated or unneeded office equipment

DISCUSSION: A few pieces of equipment need to be surplus as outdated, broken, or no longer needed. Staff is requesting Board approval to surplus the following pieces of equipment:

- Property #0005, Harris Lanier Transcriber, donated 8/1/98 by Kennedy Jenks Consultants (valued at \$25.00) - outdated - donated to Computer Corps
- Property #00017, ATT 2-line telephone, acquired 11/1/98 for \$59.99 from Office Depot - broken

STAFF RECOMMENDATION: Approve the surplus of the above-listed office equipment.

AGENDA ITEM #23

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #23 - Discussion for possible action authorizing the General Manager and Chairman to sign the terms of engagement with Kohn & Company for the 2013-14 fiscal year-end audit.

DISCUSSION: On May 30, 2014, Kohn & Company sent a letter outlining their terms of engagement for the 2013-14 fiscal year-end audit (see attached). This is standard for each year.

STAFF RECOMMENDATION: Authorize the General Manager and Chairman to sign the terms of engagement with Kohn & Company for the 2013-14 fiscal year-end audit.



May 30, 2014

The Board of Trustees of the
Carson Water Subconservancy District
777 E. William Street, Suite 110A
Carson City, Nevada 89706

We are pleased to confirm our understanding of the services we are to provide for Carson Water Subconservancy District for the year ended June 30, 2014. We will audit the financial statements of the governmental activities and major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Carson Water Subconservancy District as of and for the year ended June 30, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Carson Water Subconservancy District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Carson Water Subconservancy District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole:

1. Statement of revenue, expenditures and changes in fund balance – budget and actual.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or withdraw from this engagement. Please note that since the MD&A will be excluded in the financial statements, a qualification will be included in the audit report.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control on compliance, (2) and that the report is an integral part of an audit

performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

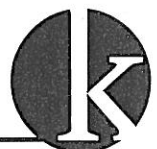
Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

During the course of our engagement, we will request information and explanations from your management regarding the District's activities, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition of issuance of our report, that management reconfirm this information in our written representation letter. The procedures that we will perform in our engagement will be heavily influenced by the representations we receive from your management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the District's financial statements that we fail to detect as a result of false or misleading representations that are made to us by the District's management.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the Government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.



An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Carson Water Subconservancy District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kohn & Company LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the oversight agency, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kohn & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor's report is issued or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Beth Kohn-Cole is the engagement partner and is responsible for supervising the engagement and signing the report. Our audit engagement ends on delivery of our audit report.

We estimate that our fees for these services will be \$8,000 for the audit. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition, many banks are now charging a fee to provide bank confirmations. You will be charged the direct cost, if any, by the bank for this fee. Bank confirmations are a necessary audit procedure to verify bank balances at year end.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report, under Kohn Colodny LLP, accompanies this letter. Please note that our most recent peer review was completed under Kohn Colodny LLP in which we received an unmodified, clean opinion with no letter of comments. As part of the transition of the firm, Kohn & Company LLP will be on the same peer review cycle in which a new review will be completed in 2014.



We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

KOHN & COMPANY LLP



Beth Kohn-Cole, CPA, CGMA

RESPONSE:

This letter correctly sets forth the understanding of Carson Water Subconservancy District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



AGENDA ITEM #24

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #24 - Discussion for possible action regarding an update on the July 11-12 "Get on the Bus" Watershed Tour.

DISCUSSION: Staff conducted the CWSD annual "Get on the Bus" Watershed Tour on July 11-12, 2014. Attached is a copy of the program. The first day included a tour of the upper watershed, with the lower watershed covered on the second day. Registrations for the tour came in earlier than usual this year, and staff upsized the bus to hold 56 passengers and had to start a waiting list by three weeks prior to the tour. Over 30 speakers presented information on a wide range of topics. The tour participants were also a diverse mix of federal, state, and county agency representatives, as well as folks from educational facilities, private companies, and members of the general public.

CWSD also received generous donations from Douglas County, Resource Concepts, Inc, AMEC, Cardno Entrix, Trader Joe's, and Costco to help cover the costs of lunches and snacks for the tour.

STAFF RECOMMENDATION: Receive and file.

Special Thanks to Each Speaker!
Without your participation, the 2014
Get on the Bus Tour would not have
been possible!

Special Thanks to our Lunch and Snack Sponsors:



The CWSD staff thanks you for attending!
Ed James, Brenda Hunt, Toni Leffler,
Debbie Neddennriep, & Courtney Walker



This is an American
Planning Association
NV Sponsored event

Like the Carson
River Watershed
on Facebook!



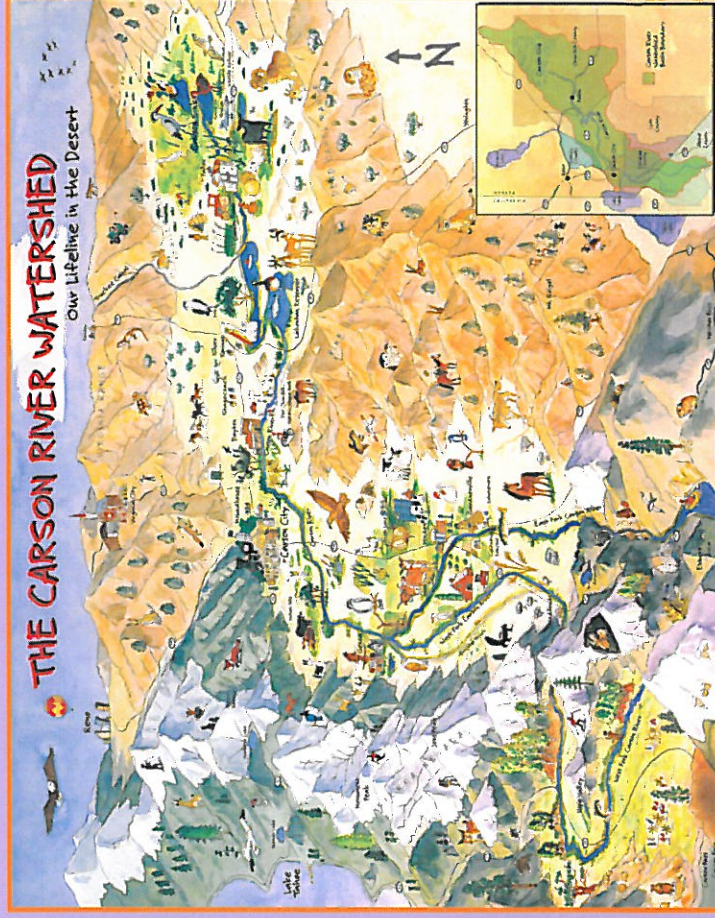
Find out about other
watershed events at
www.cwsd.org



Carson Water Subconservancy District
Presents the 2014



Get on the Bus!



The Carson River Watershed: Our Lifeline in the Desert

Carson River
Watershed Tour

Upper Watershed Tour Itinerary

Wednesday, June 11, 2014

8:30 am	<ul style="list-style-type: none"> Bus departs from Smith's parking lot in Carson City: load bus, welcome & overview of day (Ed James & Brenda Hunt)
8:45 - 12:20 pm	<ul style="list-style-type: none"> <u>Carson River Watershed Overview Video</u>, discussion on non-point source pollution: Brenda Hunt, CWSO <u>Carson Valley Groundwater and Upper Watershed Geology</u>: Dave Berger, USGS Markleeville Creek Restoration: Shane Fryer and Tess Braun, Alpine Watershed Group *restroom break* <u>Mountain Yellow-legged Frog & Yosemite Toad biology</u>, <u>habitat and recent listing</u>: Rachel Van Horne, USFS Heenan Lake: discussion of stocked native fish, rotenone in upper watershed, Ben Ewing, California Fish and Wildlife <u>East Fork Hwy 4 Recreation Projects</u>: Anna Lowell, USFS <u>Hope Valley Projects</u>: Greg Hayes, Friends of Hope Valley Diamond Valley/STPUD C- Line: discussion on reclaimed water & water rights in Alpine County; Hal Bird, STPUD <u>Leviathan Mine Video</u> Lunch at Dangberg Home Ranch Historic Park: discussions on history of the ranch & Carson Valley; Mark Jensen, Curator; importance of agriculture for watershed, water rights, irrigation & Alpine Decree; Ed James, CWSO <u>Treating Noxious Weeds Video</u> Whit Hall Interpretive Center at the River Fork Ranch: Douglas County Lands Bill: Jacques & Dominique Erchevgyhen, Legacy Land and Water; Ranch One: J.B. Lekumberry; River Bank Stabilization Projects: Mike Hayes, The Nature of Art: Norah Gastelum, Washoe Tribal Projects: Dan Greytak; CVCID *restroom break* <u>Eagle Ridge subdivision Overview</u>: floodplain benefits & methods of protection: Steve Lewis, University of Nevada Cooperative Extension <u>Carson Valley Trails Association Projects Update</u>: Norah Gastelum, Carson Valley Trails Association Clear Creek Hwy. 50 Erosion Control Project Update: Eric Yount, Nevada Department of Transportation
4:10 - 4:30 pm	<ul style="list-style-type: none"> Return to Carson City & next day overview

Stops in **bold**

Presentation on Bus underlined

Videos in *italics*

Lower Watershed Tour Itinerary

Thursday June 12, 2014

8:30 am	<ul style="list-style-type: none"> Bus departs from Smith's parking lot in Carson City: load bus, welcome & overview of day (Ed James & Brenda Hunt)
8:50 - 11:30 am	<ul style="list-style-type: none"> Carson City Quill Water Treatment Plant: discussion of storm water mitigation projects in west canyons of Carson City; Robb Fellows, Shyla Lemons; tour & overview of plant: Brandon Mattiesen *restroom break* <u>Carson City Open Space</u>: discussion & summary of Carson City open space & management challenges; Juan Guzman, Carson City Open Space Manager <u>Storey County Update</u>: Dessie Redmond, Storey County Borda Ranch in Dayton Valley: discussion on Dayton Valley projects: Rich Wilkinson, DVCD & John Gavin, owner Lyon County Wastewater Treatment Plant: discussions on Lyon County projects & water delivery; Sean Sinclair, Lyon County *restroom break* Lunch at Buckland Station: Tour & history of Buckland Station & Pony Express Trail: Mike Dinuer, Nevada State Parks; Discussion of Watershed Environmental Education Programs: Linda Corlin, River Wranglers <u>Fort Churchill State Historic Park</u>: drive by the entrance of Fort Churchill ruins <u>Discussion on Lahontan Recreational Area & Aquatic Invasive Species</u>: Bob Mergell, Nevada State Parks Lahontan Dam & Reservoir: discussions on operation of dam & Newlands Project overview; Ernest C. Schank, Truckee-Carson Irrigation District *restroom break* Churchill County Museum: Peggy Viney, Education Curator *restroom break* <u>Churchill County</u>: discussion on Churchill County; Michael Johnson, Churchill County Soda Lake Recreational Area: discussion on Q1 acquired project and recreation: Danny Gleich, Churchill County Parks and Recreation
12:30 - 3:15 pm	<ul style="list-style-type: none"> Back to Carson City: <u>Weeds & Nevada Weed-Free Certification</u>; Jamie Greer, Nevada Department of Agriculture; <u>Marlette Water System</u> on bus; Q & A, closing remarks; evaluation survey & certificates

Stops in **bold**

Presentation on Bus underlined

Videos in *italics*

AGENDA ITEM #25

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item # 25 - Discussion for possible action regarding sending a letter of concerns to the EPA and Corps of Engineers on the Jointly Released New Proposed Rule – Definition of Waters of the U.S. Under the Clean Water Act.

DISCUSSION: The U.S. Environmental Protection Agency (EPA) and US Army Corps of Engineers (Corps) recently released a proposed New Proposed Rule – Definition of Waters of the U.S. Under the Clean Water Act – which amends the definition of “waters of the US” and expands the range of waters that fall under federal jurisdiction. The proposed rule change would include seasonal and rain-dependent streams and ditches, and focus on interconnected tributaries that have biological, chemical, and physical relationship to downstream waters.

The EPA claims that the proposed rule clarifies protection for streams and wetlands, does not add any new types of waters that have not historically been covered under the Clean Water Act, is consistent with the Supreme Court's more narrow reading of Clean Water Act jurisdiction, and will reduce red tape. However, not everyone agrees with the EPA's claim. The National Association of Counties, agricultural organizations, and the State of Nevada all have concerns with the proposed rule change.

Staff has concerns that the proposed rules will increase the Corps' jurisdiction which could increase the counties' and cities' costs and increase the Corps' workload. Currently, the Corps has trouble keeping up with its existing workload.

CWSD has until July 21, 2014, to submit comments on the new “Waters of the US” definition. Staff is requesting direction as to whether CWSD should comment on the proposed rule change. Attached for your information are some possible ideas that CWSD may want to include if we do submit comments. If the Board wants to submit comments, then Staff will prepare a letter for the Chairman's signature at for the July Board Meeting.

STAFF RECOMMENDATIONS: Provide direction to Staff as to whether CWSD should submit comments on the EPA proposed rule changes to the “Waters of the US.”

DRAFT

June 18, 2014

Attn.: Docket ID No. EPA-HQ-OW-2011-0880

Re: Proposed Rule Change to Clarify Types of Waters Subject to Clean Water Act (CWA)

Dear Sirs:

These comments are submitted on behalf of the Carson Water Subconservancy District (CWSD) regarding the EPA's and Army Corps' joint release of proposed rule to clarify protection under the Clean Water Act (CWA) for streams and wetlands.

CWSD is a bi-state, multi-county quasi-governmental organization charged with the responsibility of overseeing water resource management within the Carson River Watershed. The Carson River Watershed includes portions of Alpine County, California and Douglas, Carson City, Lyon, Storey, and Churchill Counties, Nevada.

CWSD is also the Governor-appointed 208 Planning Agency for the Carson River under Section 208 of the CWA. CWSD takes this appointment seriously and works with local counties and private property owners along the Carson River to protect and enhance water quality in the Carson River. Our concern with the proposed new rule to clarify the definition of "Waters of the U.S." is it may not provide the water quality improvements you anticipate in this watershed and could possibly hinder projects and programs which we will benefit the watershed.

Under the proposed new rule, seasonal and rain-dependent streams and ditches will be added to the Corps' oversight. We are concerned that this increase in oversight by the Corps will increase our costs to implement water quality projects and increase the Corps' workload. In your own cost-benefit analysis you mentioned "... *the CWA 404 program would also see the greatest impact of a regulatory change that would result in broader assertion of CWA jurisdiction. These indirect costs may include application costs, associated environmental compliance costs, wetlands mitigation, stream mitigation, and project re-design and relocation expenses. In addition, there would be program management, training, and associated environmental compliance costs to government associated with administering the CWA. For example, the Corps may process more permit requests, conduct jurisdictional determinations (JDs) if needed, manage data, coordinate with federal and state resource agencies, and determine compensatory mitigation needs.*"

The above statement causes concern. Our experience is that the Corps has trouble handling its current workload and is unable to get permits out in a timely manner. Over

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2

the past 10 years there have been times when proposed projects, which would improve water quality in the Carson River, had to be delayed a year or two because of time delays in getting Corps approval. What is going to happen when additional projects will need Corps approval?

The Carson River has a very unique watershed. There are no direct point discharges to the river. Most of our water quality impacts are due to non-point sources. The proposed rule change will have a direct impact on counties' and cities' drainage and flood facilities. Another potential impact of this proposed change is on our agricultural producers. Although the proposed rule provides exemptions for agriculture, these exemptions only apply to one part of the Act. Section 404, the "dredge and fill" permit program, could cause other enforcement issues involving activities such as weed control, fertilizer applications, and construction of fences or ditches. This additional oversight will provide very minimal benefits to the overall water quality in the Carson River watershed. Most of the water quality impacts to the Carson River come from bank erosion caused by historic land use practices, modifying the river channel, and straightening the Carson River. CWSD and the local communities are dealing with past Corps projects that straightened certain reaches in the Carson River to move flood waters downstream. These projects have changed flow velocities and have caused the river channel to become incised and have increased bank erosion.

CWSD strongly believes that the best way to achieve water quality improvements in the Carson River is not by expanding the jurisdiction of the Corps' regulatory authority, but instead by working with local government and landowners along the river to more effectively implement projects. The State of Nevada has statutes that clearly provide for protection of all waters in Nevada. If the EPA's and the Corps' goals is to truly improve and protect our rivers and wetlands, CWSD would suggest providing the state with tools to address water quality issues rather than increasing the Corps' already unmanageable workload and the associated time delays.

If you have any questions or would like to have further information, please contact our General Manager, Edwin James, at 775.887-7456 or <mailto:edjames@cwsd.org>.

Sincerely,

Ernest C. Schank
Chairman

AGENDA ITEM #26

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #26 - Discussion and possible action regarding water runoff predictions for this summer.


DISCUSSION: Staff will give an update on the water supply picture and runoff predictions for this summer.

STAFF RECOMMENDATION: Receive and file.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES 

DATE: JUNE 18, 2014

SUBJECT: Agenda Item #27 - Staff reports

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on May 21, 2014:

- 5/22/14 - Courtney participated in Weed Warrior Training through the University of Nevada Cooperative Extension.
- 5/22/14 - Courtney participated in GREENevada in Reno.
- 5/23/14 - Ed met with Arlan Nickel of the US Bureau of Reclamation (USBR) in Sacramento regarding the Basin Study.
- 5/28/14 - Staff had a meeting to discuss bus tour arrangements and other office projects.
- 5/29/14 - Ed participated in a Nevada Water Resource Association (NWRA) meeting.
- 5/29/14 - Ed attended the barbeque luncheon given by Carson City Utilities for Andy Burnham's retirement.
- 5/29/14 - Courtney met with Juan Guzman and the contractor regarding work for the motorized trails grant.
- 6/2/14 - Courtney and Toni worked with Russ Wilhelm, a student intern with the Nevada Department of Agriculture to set up a display at the Carson City Library.
- 6/3/14 - Ed gave a presentation to the Alpine County Board of Supervisors in Markleeville regarding water supply.
- 6/3/14 - Brenda, Courtney, and Debbie met with Brandon and Steve of RDM Infinity regarding the website redevelopment.
- 6/3/14 - Courtney met with Juan Guzman, Robb Fellows, Shyla Lemons, and the contractor regarding the motorized trails grant.
- 6/4/14 - Courtney met with Shyla Lemons regarding the motorized trails grant.
- 6/4/14 - Ed, Brenda, Courtney, and Toni participated in the Educational Working Group meeting.
- 6/4/14 - Ed and Brenda met with RCI and NDEP staff regarding MS4.
- 6/5/14 - Brenda and Courtney participated in Bioassessment Sampling with NDEP.
- 6/9/14 - Ed met with Lynne Arndell, Manager of the Stagecoach GID, regarding the USBR Plan of Study.
- 6/9/14 - Ed met with Roy McDonald, General Manager of the Silver Springs Mutual Water Company, regarding the USBR Plan of Study.
- 6/9/14 - Ed met with Mike Workman, Director of Lyon County Public Works, regarding the USBR Plan of Study.
- 6/10/14 - Ed participated in a Carson Truckee Water Conservancy District (CTWCD) Board meeting.

- 6/11-12/14 - Staff participated in the annual CWSD "Get on the Bus" Carson River Watershed Tour.
- 6/17/14 - Ed met with Jenifer Davidson, Town of Minden, in Minden regarding the USBR Plan of Study.
- 6/17/14 - Ed had a luncheon meeting with Carl Rushmeyer, Douglas County, in Minden regarding the USBR Plan of Study.
- 6/17/14 - Ed met with Bob Spellberg, Gardnerville Ranchos GID, in Gardnerville regarding the USBR Plan of Study.
- 6/18/14 - Courtney participated in the Flood Awareness Week meeting.
- 6/18/14 - Courtney reviewed Mary Kay Wagner's Project WET presentation with her.

Additional meetings/activities anticipated by staff until the end of June include:

- 6/19/14 - Ed will met with USGS and USBR representatives regarding modeling.
- 6/20/14 - Ed will meet with Eleanor Lockwood and Rusty Jardine, Churchill County, in Fallon regarding the USBR Plan of Study.
- 6/20/14 - Courtney will participate in the GREENevada strategic planning meeting in Reno.
- 6/24/14 - Ed will participate in the Silver Jacket group meeting.
- 6/24/14 - Ed will meet with Mark Gonzales, Gardnerville Town Water Company, in Gardnerville regarding the USBR Plan of Study.
- 6/27/14 - Courtney will participate in the Douglas County Invasive Species Awareness Week event.

STAFF RECOMMENDATION: Receive and file.

CORRESPONDENCE



**College of Agriculture, Biotechnology
and Natural Resources**

University of Nevada, Reno

Department of Natural Resources & Environmental Science

1664 N. Virginia Street, Reno, NV 89557 Mail Stop/186 Fleischmann Agriculture #217
Phone (775) 784-6763 FAX (775) 784-4583

May 30, 2014

Ed James, P. E.
General Manager
Carson water Subconservancy District
777 E. William St.
Carson City, NV 89701

Dear Ed:

Now that the pressure of deadlines from teaching the two spring classes has passed I want to thank you for your guest lecture to my NRES 494-694 Range and Forest policy and administration class.

The students were very interested in your personal experience and presentation about Facilitating water management through the Carson Water Subconservancy District. On the final exam, sixteen students chose to evaluate your presentation as one of the best of the invited speakers from throughout the semester. It was obvious to the students that you have both thought deeply about this subject and had many personal experiences that you could and did share. They were particularly interested in the application of Nevada water law and collaboration.

Thanks again, I hope I can count on you in the future.

Very best wishes,

Sherman Swanson

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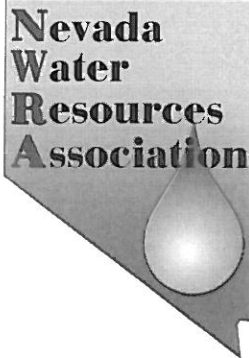




The Lahontan Conservation District would like to thank you for your support of the 2014 Carson River Work Day.



From: Nevada Water Resources Association <creativerno@charter.net>
Sent: Friday, June 06, 2014 9:01 AM
To: edjames@cwsd.org
Subject: Upcoming Events for NWRA



UPCOMING NWRA EVENTS

Well Design, Construction & Rehab Workshop

*June 10, 2014 *Reno, NV*

Water Well Rehabilitation Workshop

*June 11, 2014 *Reno, NV*

Mine Tour at Newmont's Twin Creeks Complex

*September 24-25, 2014 *Winnemucca, NV*

Water Rights in Nevada Class

*September 24, 2014 *Winnemucca, NV*

Fall Symposium

*October 7-9, 2014 *Reno, NV*

Water Rights in Nevada Class

*January 26, 2015 *Reno, NV*

2015 Drilling Symposium

Held during the 2015 Annual Conference Week

*January 26-27, 2015 *Reno, NV*

Obtaining Useful Answers from Groundwater Models

Workshop

*January 27, 2015 *Reno, NV*

2015 Annual Conference Week

*January 26-29, 2015 *Reno, NV*

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*June 15-19, 2015 *Reno, NV*

Registration, event information and sponsorship opportunities are available for each of these events at www.nvwra.org or contact Tina Triplett @ 775-473-5473 or creativerno@charter.net

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