

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

DATE: September 15, 2017
TIME: 3:30 P.M.
LOCATION: Carson Water Subconservancy District Conference Room
777 E. William St., #110
Carson City, NV

Please Note: Any action taken by the committee is for recommendation only to the Carson River/Alpine County Subconservancy Joint Powers Authority Board and to the full Carson Water Subconservancy District (CWSD) Board of Directors and will not be considered a formal action of the CWSD Board. 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 29, 2016, and July 14, 2017.
- 5) For Possible Action: Renewal of the General Manager's employment contract.
- 6) For Possible Action: Review of CWSD's Criteria for Selecting Board Officers.
- 7) For Possible Action: Review of CWSD's Policy for Director Meeting Compensation.
- 8) For Possible Action: Developing CWSD's Policy for Selecting Committee Members.
- 9) For Possible Action: Review of draft Agreement between Alpine County and CWSD regarding Alpine County's contribution to CWSD and compensation of Alpine County representatives for attending the Joint Powers Authority and CWSD Board meetings.
- 10) For Possible Action: Review possible changes to the Joint Powers Agreement between Alpine County and CWSD and/or consideration of an alternative structure to involve Alpine County and Storey County in the Carson River Watershed process with CWSD.
- 11) 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.
- 12) 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

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

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

-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 September 11, 2017, he/she posted a copy of the Notice of Public Meeting and Agenda for the September 15, 2017, 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: _____

AGENDA ITEM #4

MINUTES OF LAST BOARD MEETING

**CARSON WATER SUBCONSERVANCY DISTRICT
ADMINISTRATIVE COMMITTEE
November 29, 2016, 1:30 P.M.**

DRAFT Meeting Minutes

Directors Present:

Karen Abowd, Carson City
Carl Erquiaga, Churchill County (by teleconference)
Don Frensdorff, Douglas County
Don Jardine, Alpine County
Chuck Roberts, Lyon County (by teleconference)

Staff Present:

Ed James, General Manager
Toni Leffler, Administrative Assistant

Others Present: none

Director Abowd called the meeting of the Administrative Committee to order at 10:02 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 in person and by teleconference.

Item #2 - Public comment - None

Item #3 - Discussion for possible action regarding approval of the Administrative Committee minutes from July 8, 2016. *Director Frensdorff made a motion to approve the Administrative Committee minutes from July 8, 2016. Director Roberts seconded the motion which was unanimously approved by the Administrative Committee.*

Item #4 - Discussion for possible action regarding changes to the CWSD Personnel Policy Manual regarding Marijuana. Mr. James explained that with the latest election it is now legal to use marijuana for recreational purposes in Nevada. However, it is still illegal federally and so to receive federal grants CWSD needs to maintain a Drug-Free Workplace. The language that is proposed as an addition to section 2.6.1(7) in the CWSD Personnel Policy Manual is as follows:

Since CWSD receives funding through federal grants and is therefore still subject to the Drug-Free Workplace Act of 1988, Marijuana (including medical marijuana), cocaine, opiates, amphetamines (including methamphetamines), phencyclidine (PCP), and MDMA are considered illegal Schedule I or II drugs through the Federal government. All employees must comply with the Drug-Free Workplace Act of 1988 and may not have any detectable level of Schedule I or II drugs in their system while at work. Failure to comply will result in disciplinary action, up to and including termination.

Director Jardine made the motion that the Administrative Committee recommend that the Board add the proposed language to the CWSD Personnel Policy Manual to specify that CWSD must

maintain a Drug-Free Workplace to qualify for federal grants. Director Erquiaga seconded the motion which was unanimously approved by the Administrative Committee.

Item #5 - Discussion for possible action regarding changes to the CWSD Personnel Policy Manual regarding overtime. Mr. James explained that our current Personnel Policy regarding overtime allows for employees to sign a Request for Variable Work Schedule which all non-exempt employees have signed. Rather than being confined to an eight-hour work day, it allows for employees to work up to 10 hours in one work day or 40 hours in one work week before receiving overtime pay. On occasion, several meetings may occur in one day which would add up to more than 10 hours of work for that day. To limit overtime expenses, in the past staff has had to forgo one of the meetings. To give employees a more flexible schedule to attend meetings which may take a work day over 10 hours, staff is proposing that the “ten (10) hours in one work day, or” be removed from the overtime policy in section 4.10 of the CWSD Personnel Policy Manual.

Director Frensdorff made the motion that the Administrative Committee recommend Board approval to amend the CWSD Personnel Policy Manual to remove overtime tied to 10 hours per day. Director Jardine seconded the motion which was unanimously approved by the Administrative Committee.

Item #6 – Discussion for possible action regarding updating CWSD’s Travel Policy. Mr. James explained that this issue arose when Linda Conlin asked to use some of the language in our personnel policies to apply to mileage reimbursement for River Wranglers. In the process of reviewing our policy, staff discovered that our policy needs to be clarified. Suggested language to be included in the policy reads:

The employee will not get reimbursed for mileage to and from the office and their residence. This is considered normal commuting miles. However, if an employee travels on CWSD business that is on their way to their residence, the employee will only get reimbursed the extra mileage greater than their normal commuting miles. The exception is if the travel occurs on a weekend or holiday outside the normal work schedule. In that case the employee will be reimbursed for all work miles driven.

The second suggested change to CWSD’s travel policy is to update the reimbursement amounts for meals to the state-recommended amounts of \$15.00 for breakfast, \$16.00 for lunch, and \$28.00 for dinner when a receipt is not available.

Director Erquiaga made the motion that the Administrative Committee recommend Board approval to amend CWSD’s Travel Policy to clarify the circumstances under which mileage will be reimbursed and update the amounts reimbursed for meals. Director Frensdorff seconded the motion which was unanimously approved by the Administrative Committee.

Item #7 – Discussion for possible action regarding selection for recommendation of the 2017 Andy Aldax Award candidate.

Mr. James went over the nominations for candidates to receive the 2017 Andy Aldax Award. These include Rich Wilkinson, Juan Guzman, Steve Lewis, Richard Harvey, and Tod Carlini. No background was provided on Richard Harvey upon which to determine whether he meets the qualifications, so he must be omitted from the list. Even though Tod Carlini's recent actions were very beneficial to the watershed, there is a question regarding the number of years he has been involved in the watershed.

Steve Lewis, though nominated for the award, threw his support to Juan Guzman, who received two nominations. Mr. James noted that these nominations were all good candidates who we hope will be nominated again in the future.

Though Steve Lewis and Rich Wilkinson are worthy candidates, Director Abowd noted that Juan Guzman has a longer history of service to the watershed and is still working for the benefit of the watershed after retirement from Carson City.

Director Roberts made the motion that the Administrative Committee recommend Board approval of Juan Guzman to receive the 2017 Andy Aldax Award. Director Jardine seconded the motion which was unanimously approved by the Administrative Committee.

Item #8 – Discussion for possible action regarding selection of CWSD Board officers for 2017. Mr. James explained that the recent elections is causing additional changes to the CWSD Board officers. Considering the criteria for CWSD Board Officer rotation, the officers for 2017 are recommended to be:

- **Chair** – Director Abowd representing Carson City as Vice Chair rotates to the Chair position.
Vice Chair – Since Director Fierro representing Lyon County as Treasurer lost the election and will not be continuing to serve on the CWSD Board, the Vice Chair office rotates to Churchill County where Director Erquiaga qualifies to be an officer. Director Roberts asked for future discussion to clarify the definition of “elected official” so the qualification criteria for officer will be put on the next Administrative Committee agenda. Though he may be qualified to serve as an officer, Director Roberts deferred the position to Director Erquiaga.
- **Treasurer** – The office of Treasurer would then rotate to Alpine County, and Director Jardine is qualified as an officer.
- **Secretary** – The office of Secretary does not have to be filled by a Board member, and Toni Leffler is willing to continue in that office.

Director Roberts made the motion that the Administrative Committee recommend Board approval of Director Abowd to serve as Chair, Director Erquiaga to serve as Vice Chair, Director Jardine to serve as Treasurer, and Toni Leffler to serve as Secretary to the Board for 2017. Director Frensdorff seconded the motion which was unanimously approved by the Administrative Committee.

Item #9 – Public Comment. None.

Item #10 – Adjournment. There being no further business to come before the Administrative Committee, the meeting was adjourned at 10:27 a.m.

Respectfully submitted,

Toni Leffler
Secretary

**CARSON WATER SUBCONSERVANCY DISTRICT
ADMINISTRATIVE COMMITTEE
July 14, 2017, 4:00 P.M.**

DRAFT Meeting Minutes

Directors Present:

Karen Abowd, Carson City
Carl Erquiaga, Churchill County (by teleconference)
Don Frensdorff, Douglas County
David Griffith, Alpine County
Chuck Roberts, Lyon County

Staff Present:

Ed James, General Manager
Toni Leffler, Administrative Assistant

Others Present: none

Director Abowd called the meeting of the Administrative Committee to order at 4:00 pm. 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 in person and by teleconference.

Item #2 – Discussion Only: Public Comment - None

Item #3 - For Possible Action: Approval of the Administrative Committee minutes from November 29, 2016. Since the November 29, 2016, minutes were not included in the Board package, this item was postponed to next meeting.

Item #4 - For Possible Action: Review of the General Manager's annual evaluation results.

The revised evaluation results were handed out at the meeting. Mr. James mentioned that the evaluation form does not provide a lot of feedback so he has been setting up meetings with Directors. He has met with most Directors. Some of the feedback he has received is as follows:

- Regional water supply is still considered a big issue. Mr. James will be meeting with all the water purveyors soon to hear their concerns. There is a pressure on growth but none of the water purveyors are in trouble for meeting their current demands. There is a concern about when Mike Workman retires; Lyon County will lose a very experienced water manager.
- Other issues the Board wishes to focus upon include Low Impact Development (LID) and Lyon County's water needs.
- Future projects to consider include upstream storage, esp. with the amount of water we got this year. CWSD could do an analysis of prospective locations around the watershed and include all factors (environmental, politics, water availability, economics, etc.) in the consideration for feasibility of storage. George Benesch noted that the Alpine Decree has

all the water appropriated, so any water stored would have to come from an existing source.

Director Griffith made the motion that the Administrative Committee recommend that the Board give the General Manager a satisfactory annual review. Director Frensdorff seconded the motion which was unanimously approved by the Administrative Committee.

Item #5 - For Discussion Only: Review of the integration of the Alpine County Joint Powers Board with the Nevada CWSD Board at meetings.

Mr. James explained that it was brought to our attention that there may be some concerns about the Joint Powers Agreement (JPA) with Alpine County and how Alpine County is included in the CWSD meetings. We have been convening the CWSD and JPA meetings at the same time. It has been successful, but if we are not doing something quite right, we need to correct it. One issue is the Open Meeting Law requirements for meeting notices. Mr. Benesch will be evaluating various ways to correct the concerns with the JPA and CWSD. The concern is that two boards are operating concurrently with two sets of members and rules; then add Storey County's involvement into the mix and you have three sets of members and rules. Mr. Benesch noted that he originally got the Attorney General's office approval for the JPA and didn't worry more about it. Director Griffith noted that Exhibit A is outdated. Mr. James also noted that not all the language is appropriate for CWSD.

Director Griffith stressed that Alpine County thinks being part of CWSD is a good arrangement and they want to make sure it works. Director Robert commented that this is just a matter of revising the language. Mr. Benesch is looking into this issue and will hopefully have some suggestions to resolve the concern in the near future.

No action was required for this item; receive and file.

Item #6 – For Possible Action: Review of CWSD's Criteria for Selecting Board Officers.

Mr. James explained that years ago the Administrative Committee decided that CWSD should have a rotation of officers among the counties. The bullet point under General Procedures, Guidelines, and Responsibilities in the Criteria for Selecting Board Officers that is of concern reads: "The Chair, Vice Chair, and Treasurer will be elected officials and members of the CWSD Board for two or more years." The idea of having to be an elected official was that the officials might have more clout when representing CWSD, but this has not proven to be the case. Each Board member has been asked to be involved in meetings to represent CWSD. Each Board member is co-equal to the rest. Director Abowd suggested just changing the language from "elected officials" to "a representative from each county."

Mr. James noted that another concern is whether Alpine County representatives can be officers of a Nevada organization. There was mention that we might be able to approach the Legislatures of both states to create a Carson "Watershed" Conservancy District, like the TRPA is legislatively created. Director Roberts suggested that the JPA should be able to stand with a little change in language.

Director Roberts made the motion that the Administrative Committee recommend Board approval to amend CWSD's Criteria for Selecting Board Officers to change the requirement that the officers be "elected officials" to read "a representative of each county." Director Griffith seconded the motion. Director Roberts revised his motion to add that Alpine County will not be included in the rotation. Director Griffith seconded the revised motion which was unanimously approved by the Administrative Committee.

Item #7 – For Possible Action: review of CWSD's Policy for Director Meeting

Compensation. Mr. James explained that the part of the Policy for Director Meeting Compensation that has been called into question is regarding Directors not being paid for calling into meetings instead of attending in person. The section of policy in question reads: "'Meeting' means any meeting or workshop for which the Director *physically* (emphasis added by staff) attends to conduct official business of the Board or officially represent the District which has been pre-approved by the Board of Directors or Chairman of the Board." This stipulation in the policy came about when the special Tentative Budget hearing had to take place on the third Thursday of May, which was the day after our Board meeting. The hearing only took five minutes which hardly warranted the Directors living in the outlying counties to drive all the way to Carson City. When it was agreed that they could call in, it didn't seem appropriate that they get paid \$80 for such a short meeting. The State requirement has changed to allow the hearing to be after the third Monday of May, so we can now include it in our regular Board meeting.

Director Abowd noted there is an incentive factor to be present at the meeting by not getting paid for calling in. Director Roberts commented that he doesn't see any difference between attending in person or by phone; the person is still participating. Director Abowd suggested eliminating the word "physically" as a requirement for attendance to get paid for the meeting.

Director Frensdorff made the motion that the Administrative Committee recommend Board approval to remove the requirement in CWSD's Policy for Director Meeting Compensation that a Board member must be "physically" present to receive payment for the meeting. Director Griffith seconded the motion which was unanimously approved by the Administrative Committee.

Item #8 – For Possible Action: Review of CWSD's Criteria for Budget Expenditures. Mr. James explained that he suggests one change in the Criteria for Budget Expenditures. Since we only meet monthly, sometimes a bill will be paid between meetings which will put the budget over by 5% or more. He suggests modifying the language.

Director Abowd suggested that instead of a percentage, we use a dollar amount and suggested \$10,000.

Director Griffith made the motion that the Administrative Committee recommend Board approval of a change to CWSD's Criteria for Budget Expenditures that if an expenditure exceeds the approved budget amount by over \$10,000 in any given account, the General Manager must receive approval from the CWSD Board of Directors to pay the expenditure. Director

Frensdorff seconded the motion which was unanimously approved by the Administrative Committee.

Item #9 – For Possible Action: Review of CWSD’s Funding Assistance for Regional Water System Policy. Mr. James explained that he would like to take CWSD’s Funding Assistance for Regional Water System Policy to the Regional Water System and Flood Committee for discussion. The Administrative Committee agreed.

No action was required on this item; receive and file.

Item #10 – For Possible Action: Review of CWSD’s Debt Management Policy. Mr. James explained that he would like to table this item for further research. The Administrative Committee agreed.

No action was required on this item; receive and file.

Item #11 – For Possible Action: Review of CWSD’s Policy for Investment and Portfolio Management. Mr. James explained that staff only utilized two investment vehicles: the State’s Local Government Investment Pool (LGIP) and bank CDs. Until there is more investment activity, there is no need to change CWSD’s Policy for Investment and Portfolio Management.

Director Griffith made the motion that the Administrative Committee recommend that the Board keep CWSD’s Policy for Investment and Portfolio Management as is. The motion was seconded by Director Roberts and unanimously approved by the Administrative Committee.

Item #12 – For Possible Action: Review of CWSD’s Policy for Property and Equipment Control Inventory. Mr. James noted that he didn’t see the need to change anything about CWSD’s Policy for Property and Equipment Control Inventory.

Director Roberts made the motion that the Administrative Committee recommend that the Board keep CWSD’s Policy for Property and Equipment Control Inventory as is. The motion was seconded by Director Griffith and unanimously approved by the Administrative Committee.

Item #13 – For Possible Action: Review of CWSD’s Policy for Short Term Loans to the Conservation Districts and Watershed Organizations. Mr. James noted that he didn’t see the need to change anything about CWSD’s Policy for Short Term Loans to the Conservation Districts and Watershed Organizations.

Director Griffith made the motion that the Administrative Committee recommend that the Board keep CWSD’s Policy for Short Term Loans to the Conservation Districts and Watershed Organizations as is. The motion was seconded by Director Roberts and unanimously approved by the Administrative Committee.

Item #14 – For Possible Action: Review of CWSD’s Resolution 2007-2 Authorizing and Designating Signatories of Depository Agreements, Depository Cards and Deposits, Transfers and Withdrawals of Funds. Mr. James noted that he didn’t see the need to change anything about CWSD’s Resolution 2007-2 Authorizing and Designating Signatories of Depository Agreements, Depository Cards and Deposits, Transfers and Withdrawals of Funds.

Director Frensdorff made the motion that the Administrative Committee recommend that the Board keep CWSD’s Resolution 2007-2 Authorizing and Designating Signatories of Depository Agreements, Depository Cards and Deposits, Transfers and Withdrawals of Funds as is. The motion was seconded by Director Griffith and unanimously approved by the Administrative Committee.

Item #15 – For Possible Action: Review of CWSD’s Travel Policy. Mr. James explained that one elected official asked why they can’t get reimbursed from CWSD for mileage. This is not addressed in CWSD’s Travel Policy but in CWSD’s Director Meeting Compensation Policy and Procedures. The section for Transportation Costs reads:

“With the exception of elected Directors receiving a travel allowance from their appointing county or other agency, the non-elected Directors can be reimbursed for actual travel expenses at the amount per mile allowed by the IRS. Elected Directors who are eligible for travel reimbursement from their appointing county or agency should apply for reimbursement from that entity first before applying to CWSD. In the event that travel reimbursement is no longer available through an appointing county or other agency, an elected Director will inform CWSD within 30 days of the change to be eligible to receive travel reimbursement from CWSD.”

Director Roberts made the motion that the Administrative Committee recommend that the Board keep CWSD’s Travel Policy as is. The motion was seconded by Director Griffith and unanimously approved by the Administrative Committee.

Item #16 –Discussion Only: Public Comment. Director Abowd reported that Dan Kaffer donated an Aspen Festival raffle item for the Greenhouse Project which raised \$1,200.

Item #17 – Adjournment. There being no further business to come before the Administrative Committee, Director Griffith made the motion to adjourn, and the meeting adjourned at 4:00 p.m.

Respectfully submitted,

Toni Leffler
Secretary

BACKGROUND INFORMATION

CARSON WATER SUBCONSERVANCY DISTRICT

TO: ADMINISTRATIVE COMMITTEE

FROM: EDWIN D. JAMES

DATE: SEPTEMBER 15, 2017

SUBJECT: Agenda Item Background Information

Item # 5 – For Possible Action: Renewal of the General Manager’s employment contract.

Every three years the General Manager’s employment contract is up for renewal. It was last renewed in 2014. There are no proposed changes to the contract.

Item #6 – For Possible Action: Review of CWSD’s Criteria for Selecting Board Officers.

As discussed at the July Administrative Committee meeting and the August Board meeting, changes need to be made to CWSD’s Criteria for Selecting Board Officers. The most prominent change is to remove the qualification that a Board member must be an elected official to hold a CWSD Board office. Also, the current policy allows Alpine County to be in the rotation for Treasurer. The Treasurer should be a representative from the CWSD Board; therefore, the language that an Alpine County representative can be CWSD Treasurer is proposed to be removed. Also, some language was added regarding the voting process by the full Board for each officer position (see attached revised policy).

Item #7 – For Possible Action: Review of CWSD’s Policy for Director Meeting

Compensation. At the Administration Committee meeting on July 14, 2017, the committee recommended that the language be eliminated which states that a Board member needs to be physically in attendance to receive compensation. Since that meeting some of the committee members have had second thoughts about removing this language and would like to again discuss this with the committee. There is also a need to clean up the policy language.

Item #8– For Possible Action: Developing CWSD’s Policy for Selecting Committee

Members. A question has been raised about how committee members are selected and whether substitutions can be made when assigned committee members are unavailable for a meeting. The composition of committees is intended to include a representative of each county in each committee. It has been the practice of staff to ask another representative from the same county to substitute when a committee member must be absent so that the perspective of that county can be maintained. In reviewing our policies, staff realized that there has never been a formal policy establishing committees. The committee makeup and process has been determined by Board action. It is probably prudent that the Board establish a formal policy on how committee members are selected and allowing for substitutions when necessary. Attached is a draft policy for selecting committee members.

Item #9 – For Possible Action: Review of Agreement between Alpine County and CWSD regarding Alpine County’s contribution and compensation of Alpine County representatives for attending the Joint Powers Authority and CWSD Board meetings.

To clarify the issue of Alpine County providing funding to CWSD and the compensation of the Alpine County representatives to the Joint Powers Authority and CWSD meetings it was proposed by Alpine County’s legal counsel that this be outlined in an agreement between CWSD and Alpine County. Attached is a draft agreement.

Item #10 – For Possible Action: Review possible changes to the Joint Powers Agreement between Alpine County and CWSD and/or consideration of an alternative structure to involve Alpine County and Storey County in the Carson River Watershed process with CWSD. Below is a list of proposed changes to the Joint Powers Agreement (JPA) discussed with Alpine County:

- Article I, Section 2 – Simplify/clarify the authority's name.
- Article I, Section 3 – George added "Nevada Revised Statutes (NRS) Chapter 241. This is the Open Meeting Law statute.
- Article II, Section 1 – Simplify the description of the CWSD Board's composition. If there is an interest by CWSD and Storey County, Storey County could be added to the JPA as a member. This is a policy decision that will require future discussions.
- Article II, Section 3 – Clean up some of the language.
- Article II, Section 4 – Change reference to Exhibit A.
- Article III, Section 2 – Remove the last sentence in the paragraph.
- Article IV, Section 4 & 5 – Remove these paragraphs.
- Exhibit A – Instead of identifying specific projects, the proposal is to include the eleven (11) Guiding Principles which were adopted by CWSD all the counties in the watershed.

At the suggestion of Director Griffith, staff created a proposed draft CWSD/Joint Powers Authority Board organizational chart (attached).

Director Roberts has expressed his opinion that there may not be a need for the Joint Powers Agreement. Director Roberts has an alternative proposal which he believes will achieve the same goals of the JPA but will be less cumbersome. Director Roberts will discuss his proposal at the meeting.

AGENDA ITEM #5

EMPLOYMENT AGREEMENT

This Agreement is entered into this 20th day of September 2017, between the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada and through a Joint Powers Agreement with Alpine County, California, by and through its duly constituted Board of Directors (CWSD) and EDWIN D. JAMES (General Manager) both of whom understand and agree to the following provisions:

1. EMPLOYMENT. CWSD hereby agrees to employ Mr. James as General Manager of CWSD to perform the duties specified herein and the duties the Board of Directors shall from time to time assign.
2. DUTIES. The General Manager shall perform those duties necessary to carry out the directions of the Board of Directors, including, but not limited to, the duties listed in the job description of the General Manager, as adopted by the Board of Directors and attached hereto as Exhibit "A".
3. TERM OF AGREEMENT. This Agreement supersedes the Agreement between CWSD and General Manager dated December 17, 2014, and shall be reviewed every three (3) years.
4. SALARY. CWSD shall pay the General Manager for services rendered based upon a salary range set by the Board of Directors, plus a monthly automobile allowance established by the Board of Directors. Cost of living and/or merit raises or increased monthly automobile allowance in addition to the foregoing may be considered on an annual basis.
5. BENEFITS. The General Manager is entitled to all benefits as specified in the CWSD Personnel Manual, which include: medical, annual, management, and sick leave, and Public Employees Retirement System benefits.
6. TERMINATION AND SEVERANCE PAY. In the event the General Manager is terminated by the Board of Directors during such time as the General Manager is willing and able to perform his duties under this agreement, CWSD agrees to pay the General Manager, and the General Manager agrees to accept, a lump sum cash payment equal to six (6) months base salary in full settlement of such termination. The General Manager shall also be paid for accrued and unused annual, management, and sick leave as set forth in the Personnel Policy Manual.

In the event the General Manager is terminated because of conviction of any felony or any offense involving a violation of his official duties or moral turpitude, or because he has violated any provision of this Agreement, CWSD shall have no obligation to pay any severance pay, but the General Manager, nonetheless, shall be compensated in a lump sum for accrued and unused annual, management, and sick leave as set forth in the Personnel Policy Manual.

7. RESIGNATION. Unless otherwise agreed, if the General Manager voluntarily resigns his position with CWSD, he shall give CWSD at least thirty (30) days advance written notice. In the event of voluntary resignation, CWSD shall not be required or obligated to pay the General Manager any severance pay, but the General Manager shall be paid for accrued and unused annual, management, and sick leave as set forth in the Personnel Policy Manual.

8. PERFORMANCE EVALUATION. The Board of Directors shall review and evaluate the performance of General Manager at least once annually, near or around June of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by CWSD and the General Manager.

9. BINDING ARBITRATION. Any dispute over the validity of this Agreement, a breach of this Agreement, or enforcement of the provisions of this Agreement shall be submitted to binding arbitration with the American Arbitration Association.

10. MISCELLANEOUS TERMS AND CONDITIONS. The Board of Directors, in consultation with the General Manager, shall fix such other terms and conditions of employment as it may determine from time to time, relating to the performance of the General Manager, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or other controlling legal authority.

11. OUTSIDE SERVICES. The General Manager shall be in the exclusive employ of CWSD, focusing his time and attention on CWSD business, except that he may engage in non-conflicting outside consulting services only with specific written approval of the Board of Directors.

12. INDEMNIFICATION. CWSD shall indemnify, defend and hold the General Manager harmless against any and all claims, losses, liabilities and damages, including attorneys' fees and costs, that arise from or relate to (i) the General Manager's duties under this Agreement, and (ii) the General Manager's acts and omissions as an employee of CWSD, provided that such acts or omissions were done or omitted in good faith. Such indemnification shall not include the General Manager's bringing an action or other proceeding in his own name and in his own right.

13. GENERAL PROVISIONS.

a) Entire Agreement. This Agreement expresses the entire agreement of the parties hereto and supersedes all prior promises, representations, understandings, arrangements and agreements between the parties with respect to the subject matter hereof. The parties further acknowledge and agree that neither of them has made any representation to induce the execution of this Agreement, except as specifically set forth herein.

b) Amendment. This Agreement may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Agreement.

c) Controlling Law. This Agreement shall be interpreted under Nevada Law.

d) Severability of Provisions. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not become affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Carson Water Subconservancy District has caused this Agreement to be signed and executed in its behalf by its Chairman, and the General Manager has signed and executed this Agreement, both in duplicate, on the date and year first above written.

CARSON WATER
SUBCONSERVANCY DISTRICT

GENERAL MANAGER

By: _____
Karen Abowd, Chairwoman

Edwin D. James

ATTEST:

Toni M. Leffler, Secretary to the Board

AGENDA ITEM #6

CARSON WATER SUBCONSERVANCY DISTRICT CRITERIA FOR SELECTING BOARD OFFICERS

(Revised September 20, 2017)

Policy:

This policy is designed to create criteria for the various components as to who, when, and how the officer rotation would occur for election of officers of the Carson Water Subconservancy District (CWSD) Board of Directors.

Purpose and Objective:

The purpose of the policy is to establish a rotation of the officers of CWSD among the various counties in the Carson River Watershed. The officers considered under this policy are Chair, Vice Chair, Treasurer, and Secretary.

General Procedures, Guidelines, and Responsibilities:

The criteria to serve as a Board officer are:

- No county will hold more than one officer position at a time.
- Elections will be held every odd year and officers will serve for a two-year period.
- The Chair, Vice Chair, and Treasurer will rotate every two years with the recommendation that the officers will not serve in the same position for more than one consecutive term.
- The Chair, ~~and~~ Vice Chair, ~~and Treasurer~~ positions will be rotated through Nevada counties, in the order of Churchill County, Douglas County, Carson City, and Lyon County. The Vice Chair will take over the Chairmanship, if voted in.
- The Treasurer ~~position will rotate among the counties, to include Alpine County after Lyon County and the Treasurer~~ will serve on the Finance Committee.
- The Chair, Vice Chair, and Treasurer must be voting Board members.
- The Chair, Vice Chair, and Treasurer ~~must will be elected officials and~~ members of the CWSD Board for two or more years.
- The Secretary could be either a Board member or staff, and the position is not currently considered in the rotation schedule.

Before the January Board meeting the Administrative Committee will review the slate of current and/or eligible officers for the coming calendar year. If there is a proposed change to the officer slate, the Administrative Committee will make a recommendation to the Board at the January Board meeting. ~~At the January Board Meeting, the Board will vote for the proposed officers. If a proposed officer does not receive a majority vote, the position will then be offered to the other member(s) in the same county. If the other member(s) do not wish to serve or do not meet the criteria set above, then the position will be offered to the next county in the rotation.~~

If an officer cannot fulfill his/her term, another Board member in that county will assume the position if he/she meets the criteria. If no one in the given county is able to meet the criteria, the position will then be filled by the next county in the rotation.

CWSD staff will update and maintain the rotation list as follows (assuming a qualified candidate is available in each of the counties involved):

Election cycle #1:

- Chair - Churchill County
- Vice Chair - Douglas County
- Treasurer - Carson City

Election cycle #2:

- Chair - Douglas County
- Vice Chair - Carson City
- Treasurer - Lyon County

Election cycle #3:

- Chair - Carson City
- Vice Chair - Lyon County
- Treasurer - ~~Alpine County~~ Churchill County

Election cycle #4:

- Chair - Lyon County
- Vice Chair - Churchill County
- Treasurer - Douglas County

Repeat election cycles #1-4.

Douglas County follows Churchill County
Carson City follows Douglas County
Lyon County follows Carson City
Churchill County follows Lyon County

AGENDA ITEM #7

**CARSON WATER SUBCONSERVANCY DISTRICT
DIRECTOR MEETING COMPENSATION
POLICY AND PROCEDURE**

(as of 7-19-00)
(revised 6-17-09)
(revised 2-19-14)
[\(revised 9-20-17\)](#)

Policy:

The policy of Carson Water Subconservancy District (~~District~~ **CWSD**) is to allow Directors to be compensated for meetings and workshops when it is anticipated that the organization will derive a benefit therefrom and the Board has specified the need for Director participation or official representation of the District.

Purpose and Objective:

To establish uniform policy guidelines for Director compensation for attendance at meetings and workshops.

To establish procedures and responsibilities ~~in regard to~~ **regarding** the compensation of Directors for attendance at meetings, etc., through this policy and procedure. This document will be updated on a periodic basis.

To maintain accountability while allowing for compensated participation of the Directors in Board approved meetings, etc.

Definitions:

“Director” means all members appointed by the member counties to Carson Water Subconservancy District Board of Directors.

“Meeting” means any meeting or workshop ~~for~~ which the Director **physically attends** to conduct official business of the Board or officially represent the District which has been pre-approved by the Board of Directors or Chairman of the Board.

Board members will not be compensated for attending conferences or seminars; however, Board members will be reimbursed actual costs (see Travel Guidelines).

General Procedures, Guidelines, and Responsibilities:

~~The District~~ **CWSD** recognizes that it is of benefit to the ~~District~~ **CWSD** for Directors to attend meetings on behalf of the ~~District~~ **CWSD**. ~~The District~~ **CWSD** will compensate the Director for their attendance at a meeting when it qualifies as one of the following:

1. Official meeting of **CWSD** ~~the~~ Board of Directors;

CWSD DIRECTOR MEETING COMPENSATION POLICY & PROCEDURES

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(as of 7-19-00, revised 6-17-09, revised 2-19-14, revised 9-20-17)

2. Official Committees meeting of ~~a Committee of CWSD~~ the Board of Directors;
3. Meeting at which the Board has requested the Director to represent the CWSD~~District~~; or
4. Meeting which the Chairman of CWSD~~the~~ Board has requested the Director to attend.

This policy is to ensure that attendance of a Director at a meeting is in the interest of the ~~District~~CWSD within established guidelines, allow Directors to receive compensation for conducting ~~District~~CWSD business, and provide documentation of attendance by the Director.

The primary item to remember is that the taxpayer is paying for the Director's participation in meeting representing the ~~District~~CWSD and it is the ~~District~~CWSD's obligation to be cost conscious. Director fee must comply with budgetary guidelines.

Transportation Costs:

~~With the exception of~~Except for elected Directors receiving a travel allowance from their appointing county or other agency, All~~the~~ non-elected Directors can request be reimbursement for actual travel expenses for attending a qualifying meeting as mentioned above. The reimbursement rate will be at the amount per mile allowed by the IRS. Elected Officials who are -Directors and who are eligible for travel reimbursement from their appointing county or agency should apply for reimbursement from that entity first before applying to CWSD. ~~In the event that~~If travel reimbursement is no longer available through an appointing county or other agency, an elected official Director will submit a "Request for Travel Reimbursement" form to receive reimbursement. inform CWSD within 30 days of the change to be eligible to receive travel reimbursement from CWSD.

AGENDA ITEM #8

CARSON WATER SUBCONSERVANCY DISTRICT POLICY FOR SELECTING COMMITTEE MEMBERS

Policy Purpose and Objective:

The purpose of the policy is to establish a process of selecting individuals to serve on various CWSD committees. The objective of the committees is to review information and make recommendations to the full CWSD Board.

General Procedures and Guidelines:

Currently, CWSD has four committees:

1. **Administrative Committee** - This committee deals with personnel issues, contracts, policies, and other administrative issues.
2. **Finance Committee** - This committee reviews proposed budget and budget augmentations, funding requests, and requests for potential water rights purchases. The Treasurer serves on this committee.
3. **Legislative Committee** - This committee reviews proposed legislation. (NOTE: This committee does not have an Alpine County representative because it is primarily dealing with Nevada legislation. However, Alpine County representatives are encouraged to bring any California or federal issues to the attention of the General Manager/Board.)
4. **Regional Water System & Flood Committee** - This committee focuses on the regional programs, recharge projects, future construction, water quality, and flood projects and studies.

The committees will be set at the January CWSD Board meeting each year. To ensure a broad perspective, CWSD will include a representative from each county on each committee. If a committee member is not available to attend a committee meeting, CWSD staff will attempt to get another board member from that county to attend in their place. Staff will strive to set up meetings based on the availability of the majority of the committee members.

Committee Selection:

In November or December, CWSD staff will contact each county representative to ask on what committees they would like to serve. A list of committee preferences will be brought forward to the Administrative Committee who will review the list and make recommendations to the full board. In the event that two representatives from one county wish to serve on the same committee, the Administrative Committee will weigh the assets each bring to their committee of choice and their availability to attend daytime meetings and chose one representative to recommend to serve on that committee.

AGENDA ITEM #9

AGREEMENT

Addressing Funding from Alpine County, California to Carson Water Subconservancy District and Compensating Alpine County Representative for Participation in the Alpine County/Carson Water Subconservancy District Joint Powers Authority

THIS AGREEMENT is entered into this ____ day of _____, 2017, and between ALPINE COUNTY, CALIFORNIA, a political subdivision of the State of California (hereinafter "ALPINE"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, ALPINE is a political subdivision of the State of California and therefore a public agency under California Government Code (CGC) 6500; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Nevada Revised Statutes (NRS) Chapter 541; and

WHEREAS, on or about June 19, 2001, ALPINE and CWSD entered into a joint powers agreement regarding issues within the Carson River Watershed; and

WHEREAS, on or about September 20, 2017, ALPINE and CWSD revised the Joint Powers Agreement (JPA); and

WHEREAS, the goal and purpose of the Joint Power Authority under the JPA is to work in cooperative action on issues of mutual concerns affecting the Carson River Watershed; and

WHEREAS, Alpine County agrees to provide funding to CWSD to achieve the goals and purpose of the JPA; and

WHEREAS, CWSD agrees to compensate the representatives from Alpine County for attending meetings related to activities associated with the JPA.

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. ALPINE hereby agrees to pay CWSD in an amount not to exceed \$9,300.00 for fiscal year 2017-18.

2. The annual fee paid by ALPINE will be subject to annual adjustments as agreed upon by both parties. The adjustment will not exceed the anticipated increase each county will pay to CWSD in that given fiscal year.
3. CWSD will request funding from ALPINE in the beginning of the new fiscal year.
4. CWSD will compensate the Joint Powers Authority representatives from ALPINE for attending CWSD and Joint Power Authority meetings, including mileage reimbursement and meals, in accordance with the CWSD Travel Reimbursement Policy. Reimbursement will be the same as what CWSD Directors receive.
5. This Agreement shall be effective as of July 1, 2017. The Agreement shall run for five years from the date of July 1, 2017, and shall continue to run for five periods thereafter, unless terminated by either party with a giving of ninety (90) days notice.
6. The parties will not waive and intend to assert available liability limitations in all cases. Agreement 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 Agreement, 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 notice purposes, the address of each party is as follows:

ALPINE COUNTY
Attn: Carol McElroy
County Administrative Officer
P.O. Box 387
Markleeville, CA 96120
(530) 694-2287

CWSD
Attn: Edwin D. James
General Manager
777 E. Williams, Suite 110A
Carson City, NV 89701
(775) 887-7456

9. Any dispute regarding this Agreement shall be decided according to the laws of the State of Nevada. If any part of this Agreement is declared to be unlawful, the remaining sections shall remain in effect.
10. This Agreement may only be amended by consent of both parties. Any amendments must be in writing and executed with the same formality as this Agreement.
11. This Agreement constitutes the entire agreement between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to this Agreement other than contained herein.
12. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
13. This Agreement becomes effective when approved by both parties.

DATED: _____

ALPINE COUNTY

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

TERRY WOODROW, Chair

KAREN ABOWD, Chair

ATTEST:

TEOLA TREMAYNE
Alpine County Clerk

APPROVED AS TO FORM:

DAVID PRENTICE
Alpine County Counsel

ATTEST:

TONI M. LEFFLER
Secretary to the Board

APPROVED AS TO FORM:

GEORGE N. BENESCH
CWSD Counsel

DRAFT

AGENDA ITEM #10

JOINT POWERS AGREEMENT
BETWEEN THE CARSON WATER SUBCONSERVANCY DISTRICT, NEVADA
SUBCONSERVANCY DISTRICT, NEVADA AND
AND ALPINE COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into on the date set forth herein, is done pursuant to the Joint Exercise of Powers Act (California Government Code § 6500 *et seq.*) and the Interlocal Cooperation Act (Nevada Revised Statutes § 277.080-277.180) by and between Alpine County, California and the Carson Water Subconservancy District, Nevada.

WHEREAS, the legislature of the State of Nevada has provided certain enumerated powers to the Water Conservation Districts pursuant to NRS Chapter 541; and

WHEREAS, the legislature of the State of Nevada has recognized the specific needs of the Carson River basin and has established and empowered the Carson Water Subconservancy District to meet those needs; and

WHEREAS, Carson Water Subconservancy District was expanded in 1999 to include all most of the Carson River watershed located in the State of Nevada; and

WHEREAS, the headwaters of the Carson River and a portion of the Carson River watershed are located in Alpine County, California; and

WHEREAS, the Board of Supervisors of Alpine County and the Board of Directors of the Carson Water Subconservancy District have both recognized that joint and cooperative action on issues of mutual concern affecting the Carson River and its watershed would be productive and beneficial; and

WHEREAS, the Board of Supervisors and of Alpine County wish to create a Joint Powers Authority meeting the requirements of Nevada and California law for purposes of undertaking mutually acceptable projects and addressing issues of mutual concern;

NOW THEREFORE, for and in consideration of the mutual promises herein exchanges, the parties agree as follows:

ARTICLE I
(Establishment of Joint Powers Authority)

Section 1. A Joint Powers Authority is hereby established, consisting of the Carson Water Subconservancy District, a political subdivision of the State of Nevada; and Alpine County, a county of the State of California.

Section 2. The Joint Powers Authority shall be named and operate as the Carson River/Alpine County/Carson Water Subconservancy District, a bi-state Joint Powers Authority.
[Possible name change]

Section 3. The Joint Powers Authority established shall be governed and operated by the terms and provisions of Nevada Revised Statutes (NRS) Chapter 241, this Joint Powers Agreement, and by such Articles, By-laws, and/or Rules and Regulations as may be jointly agreed upon and adopted by the two members. Any such documents shall conform to the applicable laws of the States of Nevada and California. Alpine County shall file the notices required by California Government Code Section 6503.5.

ARTICLE II (Composition and Powers of the Board)

Section 1. The Joint Powers Authority shall consist of the Carson Water Subconservancy District, ~~and~~ Alpine County, California, [and Storey County, Nevada]. The Joint Powers Authority shall have and be governed by the Board of Directors ~~containing thirteen (13) members~~, as follows: ~~nine (9) members representing the governmental jurisdictions comprising of the the Carson Waters Subconservancy District, being three (3) from Douglas, and two (2) each from Carson City, Lyon County and Churchill County; two (2) members representing the Douglas County agricultural community, and~~ two (2) members representing Alpine County, [and one (1) member representing Storey County]. ~~[One (1) of the members who represent each governmental jurisdiction must be an elected official of the governing board of such jurisdiction.]~~

Section 2. The Joint Powers Authority shall have the power to act on matters within the common powers of either Alpine County or the Carson Water Subconservancy District, which affect and pertain to matters relating to the Carson River and within the Carson River watershed.

Section 3. In exercising its power, the Board of the Joint Powers ~~authority~~ Authority shall not take any action affecting any constituent governmental jurisdiction, or the lands contained within it, ~~or requiring the expenditure of any funds by it~~, without the consent and affirmative vote of all representatives from such affected governmental jurisdiction. Any such action shall be consistent with the provisions of the Alpine Decree.

Section 4. The Joint Powers Authority agrees that it will consider and, if affirmatively approved, proceed with watershed goals the projects set forth in Exhibit A to this agreement. The Board of the Joint Powers Authority may amend Exhibit A without action by the member entities, so long as they are in compliance with the procedures set forth in Section 3 ~~are complied with~~.

ARTICLE III (Hold Harmless, Defense, and Immunities)

Section 1. The parties shall jointly defend any action brought by any third party, whether in law or equity, which arises from this agreement. Each party shall bear its own wages, disability payments, pension payments, and workers compensation costs for any personnel utilized for the provision of services under this agreement. The parties shall retain in full any and all immunities they possess under California and/or Nevada law. Such immunities shall not

be deemed or construed to be modified by entry into this agreement or any performance hereunder.

Section 2. The Board of Directors of the Carson Water Subconservancy District and the Board of Supervisors of Alpine County, and any necessary employees thereof, shall cooperate in such actions as-, in their sole discretion, may be reasonably required to carry out the purpose and intent of this agreement. This shall include the execution of any necessary documents and the granting of any necessary or required consents. The parties shall place their respective insurance companies, pools, or authorities on notice of the services to be provided hereunder. ~~Any agreement creating debts, liability, and obligations of the Agency shall be exclusively those of the Agency and not those of any member jurisdiction.~~

ARTICLE IV (Miscellaneous Provisions)

Section 1. This agreement shall be effective on the date it has received all legally required approvals. The agreement shall run for five (5) years from and after the last of such approvals, and shall continue to run for five (5) year periods thereafter, unless terminated with the giving of ninety days notice as set forth below.

Section 2. It is not intended or contemplated that, in the performance of this agreement; funds will be received, transferred or otherwise disbursed directly to or by the Joint Powers Authority. Each entity shall establish a procedure to separately account for all funds and costs related to the Joint Powers Authority. Each entity shall be accountable for all funds and reporting of all receipts and disbursements in accordance with the laws of their respective states.

Section 3. Except as otherwise provided herein, this agreement may not be amended, assigned, or delegated, without the express written consent of the governing boards of both parties. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties; provided, however, that this agreement may be terminated, with or without cause, by either party upon the giving of ninety days written notice to the other party. Any notice required under this agreement shall be deemed given when personally serviced or when sent by registered or certified mail, return receipt requested, and such receipt is received by the canceling party.

~~Section 4. The County Auditor of Alpine County shall serve, should such service be required, as the Auditor of the Joint Powers Authority pursuant to California Government Code Section 6505 and shall fulfill the responsibilities set forth in California Government Code Section 6505.5 if required.~~

~~Section 5. Any property acquired by the Joint Powers Authority shall upon termination of this agreement, be divided or disposed of by mutual agreement.~~

—Section ~~6~~4. This agreement shall consist of the original and any counterparts created for purposes of signature.

Section ~~7~~5. This document contains the entire agreement with regard to the matters contained herein and supercedes all previous discussion, representations, and communications between the parties with regard to these matters. Both parties to this agreement having been represented by Counsel, no presumption shall arise ~~from~~ the identity of the drafter.

Date~~TL1~~: _____ Date: _____

Chairman of the Board of Directors
Carson Water Subconservancy District

Chairman of the Board of Supervisors
Alpine County

Attest: Secretary of the Carson Water
Subconservancy District

Attest: ~~Secretary of the Board of County~~
~~Clerk~~
~~Supervisors~~

George N. Benesch, General Counsel
Carson Water Subconservancy District

~~Dennis Crabb~~
County Counsel, Alpine County

JOINT POWERS AGREEMENT
BETWEEN THE CARSON WATER SUBCONSERVANCY DISTRICT, NEVADA
AND ALPINE COUNTY, CALIFORNIA

Exhibit A

The following is a list of potential projects the Joint Power Authority (Authority) will be pursuing:

- ~~Work with the Lahontan Water Quality Control Board on the setting and implementation of Total Maximum Daily Loads (TMDL) for Indian Creek Reservoir. The TMDL procedure identifies two primary implementation strategies, control of internal and external loadings which will require BMPs for phosphorous control on public and private lands within the watershed.~~
- ~~Work with the US Forest Service on public land management issues such as: abandon mines, proposed Wild & Scenic destination, recreation opportunities, noxious weed control and watershed enhancement projects.~~
- ~~Assist in securing funding for streambank stabilization and restoration projects along the East and West Forks of the Carson River.~~
- ~~Provide local match funding to the Alpine Chapter of the Upper Carson River CRMP.~~

The following is a list of watershed goals that the Joint Power Authority (Authority) will pursue:

1. Manage the water's resources for economic sustainability, quality of life, and protection of private and public property rights.
2. Acknowledge and respect the watershed's natural processes in land use decisions.
3. Maintain or improve the quality of the water to support a variety of beneficial uses.
4. Protect the headwaters region as the system's principal water source.
5. Recognize and respect the interests of all stakeholders upstream and downstream by fostering collaborative and mutually respectful relationships.
6. Maintain the riverine and alluvial fan floodplains of the Carson River Watershed to accommodate flood events.

7. Protect and manage uplands, mountain ranges, wetlands, and riparian areas to enhance the quality of surface flow, groundwater recharge, and wildlife habitat.
8. Promote conservation of water from all sectors of the community's water users for the benefit of municipal, industrial, agricultural, domestic, recreational, and natural resources.
9. Encourage management of growth that considers water quality and quantity, open space preservation, and maintenance of agriculture in floodplains.
10. Protect and support opportunities for public recreational access to natural areas throughout the watershed – including the river corridor – where appropriate.
11. Promote understanding and awareness of watershed resources and issues through cooperative education efforts throughout the watershed.

CWSD/JPA Organizational Chart

