

**CARSON WATER SUBCONSERVANCY DISTRICT  
BOARD OF DIRECTORS  
AND CARSON RIVER WATERSHED COMMITTEE**

**NOTICE OF PUBLIC MEETING**

**DATE:** June 19, 2019  
**TIME:** 6:30 P.M.  
**LOCATION:** Churchill County Administrative Bldg., Commission Chambers  
155 North Taylor Street, Fallon Nevada 89406

The meeting will be preceded by a tour of the Lahontan Hydroelectric Plant. The Board will meet at the Lahontan Dam at 3 p.m. We will have dinner at 5 p.m. at Sandwinds Restaurant and our meeting will be at 6:30 p.m. in the Commission Chambers. A quorum of the CWSD Directors may be present at the events preceding the board meeting but no action will be taken.

**AGENDA**

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***Please Note:** The Carson Water Subconservancy District (CWSD) Board may: 1) take agenda items out of order; 2) combine two or more items for consideration; and/or 3) remove an item from the agenda or delay discussion related to an item at any time. All votes will be conducted by CWSD Board of Directors. Reasonable efforts will be made to assist and accommodate individuals with disabilities who wish to attend the meeting. Please contact Catrina Schambra at (775)887-7450 ([catrina@cwsd.org](mailto:catrina@cwsd.org)), at least two business days in advance so that arrangements can be made.*

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1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
2. Roll Call
3. Pledge of Allegiance
4. For 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
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of May 15, 2019 and the Public Hearing for Budget Approval Meeting Minutes of May 20, 2019

**CONSENT AGENDA**

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***Please Note:** All matters listed under the consent agenda are considered routine and may be acted upon by the Board of Directors with one action and without an extensive hearing. Any member of the board or any citizen may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting.*

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7. For Possible Action: Approval of Treasurer's Report for May 2019
8. For Possible Action: Approval of Payment of Bills for May 2019
9. For Possible Action: Approval to Extend Annual Contract for Legal Counsel, Patrick King
10. For Possible Action: Approval of the CWSD Indirect Cost Policy
11. For Possible Action: Approval of the CWSD Fringe Benefit Cost Calculation Policy

12. For Possible Action: Approval of Interlocal Agreement #2019-2 Sierra NV Journeys – Family Watershed Nights in amount not to exceed \$4,477
13. For Possible Action: Approval of Interlocal Agreement #2019-3 River Wranglers – Carson Water Work-Days in an amount not to exceed \$26,000
14. For Possible Action: Approval of Interlocal Contract #2019-4 Carson Valley Conservation District - Genoa Bank Stabilization in an amount not to exceed \$87,000
15. For Possible Action: Approval of Interlocal Contract #2019-5 Carson Valley Conservation District Bioengineering – Maintenance & Debris Removal Project in an amount not to exceed \$60,000
16. For Possible Action: Approval of Interlocal Contract #2019-6 Lahontan Conservation District – Channel Clearing Project in an amount not to exceed \$25,000
17. For Possible Action: Approval of Interlocal Agreement #2019-7 Alpine Watershed Group – Carson River Upper Watershed Programs in an amount not to exceed \$25,000
18. For Possible Action: Approval of Interlocal Contract #2019-8 Churchill County – Dixie Valley Water Level Measuring in an amount not to exceed \$65,000
19. For Possible Action: Approval of Interlocal Contract #2019-10 Carson City – Reuse Master Plan in amount not to exceed \$50,000
20. For Possible Action: Approval of Interlocal Contract #2019-11 Carson City – Mexican Dam Portage Construction in the amount not to exceed \$25,000
21. For Possible Action: Approval of Interlocal Contract #2019-12 Dayton Valley Conservation District Bank Stabilization Project in the amount not to exceed \$90,000
22. For Possible Action: Approval of Interlocal Agreement #2019-13 River Wranglers – Flood Awareness in the amount not to exceed \$7,580
23. For Possible Action: Approval of Interlocal Contract Addendum #2014-8 Dayton Valley Conservation District DVCD River Restoration (time extension amendment only)
24. For Possible Action: Approval of Interlocal Contract Addendum #2018-11 Carson Valley Conservation District – Cradlebaugh Stabilization (time extension amendment only)
25. For Possible Action: Approval of Interlocal Contract #2019-9 Truckee Carson Irrigation District – Repairs to Carson Diversion Dam in the amount not to exceed \$50,000

**\*\*END OF CONSENT AGENDA\*\***

26. For Possible Action: Approval of the US Bureau of Reclamation agreement to conduct the Water Marketing study in the Carson River Watershed
27. For Possible Action: Approval of the Lumos Agreement to conduct the Water Marketing study in the Carson River Watershed in the amount not to exceed \$150,000
28. For Possible Action: Approval of the contract and quote from Orange Tree to update the CWSD Watershed Video in the amount not to exceed \$9,850
29. For Possible Action: Approval of the General Manager's Annual Review
30. For Possible Action: Approval of an Agreement with Carson City to Lease Lost Lake water for Water Year 2020
31. For Discussion Only: Update on the 2019 Legislation Session
32. For Discussion only: Presentation by Christy Sullivan on LCD projects

33. For Discussion Only: Staff Reports - General Manager
    - Legal
    - Correspondence
  34. For Discussion Only: Directors Reports
  35. For Discussion Only: Update on activities in Alpine County
  36. For Discussion Only: Update on activities in Storey County
  37. For 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
  38. For Possible Action: Adjournment
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***Supporting material for this meeting may be requested from Catrina Schambra at 775-887-7450 ([catrina@cwdsd.org](mailto:catrina@cwdsd.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.cwdsd.org](http://www.cwdsd.org).***

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

-Dayton Utilities Complex 34 Lakes Blvd Dayton, NV	-Minden Inn Office Complex 1594 Esmeralda Avenue Minden, NV
-Lyon County Administrative Building 27 S. Main St. Yerington, NV	-Churchill County Administrative Complex 155 N Taylor St. Fallon, NV
-Carson City Hall 201 N. Carson St. Carson City, NV	-Carson Water Subconservancy District Office 777 E. William St., #110A Carson City, NV
-Alpine County Administrative Building 99 Water St. Markleeville, CA	-CWSD website: <a href="http://www.cwdsd.org">http://www.cwdsd.org</a> -State public meetings website: <a href="http://notice.nv.gov">http://notice.nv.gov</a>

**AFFIDAVIT OF POSTING**

The undersigned affirms that on or before 9:00 A.M. on June 13, 2019, he/she posted a copy of the *Notice of Public Meeting and Agenda* for the June 19, 2019, regular meeting of the Carson Water Subconservancy District and the Carson River Watershed Committee, in accordance with NRS 241.020; said agenda was posted at the following location:

\_\_\_\_\_.

\_\_\_\_\_  
**SIGNATURE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date & Time of Posting:** \_\_\_\_\_

**AGENDA ITEM #6**

**MINUTES OF LAST  
BOARD MEETING**



CARSON WATER SUBCONSERVANCY DISTRICT  
BOARD OF DIRECTORS AND  
CARSON RIVER WATERSHED COMMITTEE MEETING  
May 15, 2019, 6:30 P.M.  
**DRAFT Minutes**

Vice Chairman Thaler called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30 p.m. in the conference room at River Fork Ranch, 399 Genoa Lane in Minden. Roll call of the CWSD Board was taken and a quorum was determined to be present.

**CWSD Directors present:**

Brad Bonkowski, Treasurer  
Don Frensdorff, Director  
Stacey Giomi, Director  
Ken Gray, Director  
Jack Jacobs, Director  
Barry Penzel, Director  
Ernie Schank, Director  
Fred Stodieck, Director  
Steve Thaler, Vice Chairman  
Mike Workman, Director

**Others present:**

Shane Fryer, Watershed Program Manager  
Mark Gookin, Public  
David Griffith, Committee Member  
Edwin James, General Manager  
Don Jardine, Committee Member  
Lori Leonard, Public  
Debbie Neddenriep, Water Resource Specialist II  
Austin Osborne, Committee Member  
Catrina Schambra, Administrative Assistant/Secretary to the Board  
Rich Wilkinson, Public

The Pledge of Allegiance was led by Vice Chairman Thaler.

**Item #4 – Discussion Only: Public Comment** – Shane Fryer, Watershed Program Manager, announced that our AmeriCorps Watershed Technician, Justin Bedocs will be leaving us in early June. He was hired by Nevada Division of Water Resources as a Well Supervisor. Justin did a great job for CWSD and he will be missed, but we're happy to see him move forward in his career within the Carson Watershed!

Director Thaler thanked Mr. James for coordinating the Carson River Float as our field trip for the Board this afternoon.

**Item #5 – For Possible Action: Approval of Agenda.** Vice Chairman Thaler announced that after completing the Consent Agenda we would be moving the order of our presentations to: Item #10, Item #15, Item #11 and then back to numerical order on the agenda.

*Director Gray made the motion to approve the agenda as amended. The motion was seconded by Director Giomi and unanimously approved by the Board.*

**Item #6 – For Possible Action: Approval of the Board Meeting Minutes of April 17, 2019.**

*Director Penzel made the motion to approve the Board Meeting Minutes of April 17, 2019 as presented. The motion was seconded by Director Stodieck and unanimously approved by the Board.*

**CONSENT AGENDA**

**Item # 7 - For Possible Action: Approval of Treasurer's Report for April 2019.**

**Item # 8 - For Possible Action: Payment of Bills for April 2019.**

**Item # 9 - For Possible Action: Approval to name Catrina Schambra as Secretary to the Board.**

*Director Schank made the motion to approve the Consent Agenda Items as presented. The motion was seconded by Director Gray and unanimously approved by the Board.*

**\*\*END OF CONSENT AGENDA\*\***

**Item #10 –CVCD Presentation:** Rich Wilkinson gave a PowerPoint presentation on the Carson Valley Conservation District (CVCD) and their river projects, including before and after pictures.

CVCD Priorities are channel clearing, snagging and maintenance; river restoration; bioengineering; education outreach; NDOT stormwater, and erosion mitigation from rightaway; floodplain rehabilitation; noxious weed treatment; assisting agriculture and assisting NRCS with programs.

CVCD Projects:

- Channel clearing, snagging and maintenance at HWY 88 Bridge: removed 8,136 cubic yards of flood debris. Manually cut, burned and removed 2 large woody debris piles.
- Channel clearing and snagging at Lutheran Bridge: Removed 8,448 cubic yards of flood debris. Manually cut, burned and removed 18 large woody debris piles.
- Channel clearing, snagging & maintenance Cradelbaugh Slough. Removed 2,250 cubic yards of sediment. Manually cut and chipped 8 tons of dead willows and trees. Reseeded 1 acre of disturbed ground. Installed filtration waddles near mouth of river.

Educational Outreach: Work with River Wranglers on annual Carson River workdays; Assist NRCS with Ag in the classroom; Present to Douglas County Commissioners; Present to Douglas County Planning Commission; Work with Douglas High School FFA; and Establishing a paid student intern position from Douglas High School.

River Restoration & Bioengineering:

- Cradelbaugh Riverbank Project: Landowner lost additional 25 feet of bank last year. Still waiting on Corp. permit; Project length extended 50 feet. Landowner fence hanging over Carson River.
- Bioengineering: Willow poles, Willow bundles, Willow mattress, Willow fascines; Juniper tree revetments, COIR fabric, reseeding and noxious weeds & floodplain rehabilitation.

Operational Issues: Limited or inconsistent funding; Very slow turnaround on requests for permits; Additional regulatory permit requirements; Bids exceeding engineering estimates, Funding opportunities occur at different times during the year.

*Mr. Wilkinson thanked CWSD for its support. No action was taken.*

**Item #15 – Cardno Presentation:** Presentation by Mark Gookin, Cardno Engineering regarding the Voltaire Flood Remapping Study. He showed technical renderings of the various stages of their remapping study and explained the importance of the update for engineering projects and flood awareness in our area.

*No action was taken.*

**Item #11 – River Fork/Nature Conservancy Presentation:** A presentation by Lori Leonard, The Nature Conservancy of River Fork Ranch. Lori presented a gallery of pictures illustrating the beauty of the River Fork Ranch and its importance to the Watershed. She is new to the area and excited to be part of the growth of NCR and River Fork Ranch involvement in local projects for the Carson River Watershed community.

*No action was taken.*

**Item #12 – For Discussion Only: Fiscal Year 2019-2020 Final Budget** – Mr. James explained the timing of our Board meetings and the scheduled Public Hearing for our Tentative 2019-20 Budget on Monday, May 20, 2019 at 8:30am. After the public hearing, the Board will approve the final budget. Mr. James asked is any Board Member had questions regarding the final budget. There were no questions.

*No action was taken.*

**Item #13 – For Possible Action:** Approve the revised Memorandum of Understanding with Alpine County to allow CWSD to receive funds from Alpine County and for CWSD to compensate the Alpine County representatives for their participation in attending CWSD meetings, meals and other expenses, in accordance with the CWSD’s policy for compensating CWSD’s Directors.

*Director Gray made the motion to approve Memorandum of Understanding with Alpine County as presented, with the correction of a minor typo. The motion was seconded by Director Schank and unanimously approved by the Board.*

**Item #14 – For Possible Action:** Discussion regarding the 2019 Nevada Legislative Session. Mr. James gave a brief report of the status of the bills in this legislative session which were listed in detail in the Board Agenda package. He went over specific bills.

*No action was taken.*

**Item #16 – For Discussion Only: Staff Reports**

**General Manager** - Mr. James reported on the following:

- The June Board Meeting will be in Churchill County with a tour of the HydroElectric Plant guided by Director Schank.
- Rob Loveberg is finishing up the Flood Ordinances and they will be sent to each county in the next few months.
- Working on MAS 10 FEMA Funding.

Debbie Neddenriep reported that she is working with the Silver Jackets on an alluvial fan mapping of Carson City and Douglas County, south of Indian Hills. May provide Lidar potential study. FEMA MAS 10 also included outreach and education.

**Legal** – None

**Correspondence** - None

**Item #17 – For Discussion Only: Directors Reports**

Churchill County – Director Schank asks about the possibility of putting on a grant writing workshop. Mr. James mentioned that CWSD has been very successful in getting grants. Example: the BOR/Smart Grant is apparently hard to get, yet we have received it several times. Staff will work with our partners to get grants.

**Item #18 – For Discussion Only: Update on activities in Alpine County.**

Committee Member Griffith reports the Superfund Site/Leviathan water in pond is fine. There was a concern they might overflow, but the state got there and started treating, so no overflow occurred.

Don Jardine reports on the LAMP Program which may require monitoring of septic tanks that are located on small parcels. He is looking forward to the Douglas High School 50-year reunion.

**Item #19 – For Discussion Only: Update on activities in Storey County.** – USDA grant/loan for new sewer system for Gold Hill.

**Item #20– For Discussion Only: Public Comment** – Debbie Neddenriep reports Alpine County Well Measuring (CASGEM/CWSD) Monitoring Plan since 2010. The plan has now been accepted by California.

There being no further business to come before the Board, Vice Chairman Thaler adjourned the meeting at 8:10 p.m.

Respectfully submitted,

Catrina Schambra  
Secretary to the Board

# CARSON WATER SUBCONSERVANCY DISTRICT BOARD OF DIRECTORS

May 20, 2019, 8:30 A.M.

## **DRAFT Minutes**

Vice Chairman Thaler called the meeting of the Carson Water Subconservancy District (CWSD) to order at 8:30 a.m. in the conference room at 777 E. William Street, Suite 110A, Carson City, Nevada. Roll call of the CWSD Board was taken and a quorum was determined to be present.

### **CWSD Directors present:**

Stacey Giomi, Director  
Ken Gray, Director  
Jack Jacobs, Director - via phone conference  
Barry Penzel, Director  
Ernie Schank, Director - via phone conference  
Steve Thaler, Vice Chairman  
Mike Workman, Director - via phone conference

### **Others present:**

Edwin James, General Manager  
Catrina Schambra, Administrative Assistant/Secretary to the Board

### **Item #3 – Discussion Only: Public Comment – None**

### **Item #4 – For Possible Action: Approval of Agenda**

*Director Gray made the motion to approve the agenda. The motion was seconded by Director Giomi and unanimously approved by the Board.*

### **Item #5 – For Possible Action: PUBLIC HEARING – CWSD FY 2019-20 Tentative Budget**

Vice Chairman Thaler declared the Public Hearing open. Mr. James asked if there was any public comment for the Public Hearing. There being none, Vice Chairman Thaler declared the Public Hearing closed.

### **Item #6 – For Possible Action: Discussion for possible action regarding rejection, modification, or adoption of the FY 2019-20 Final Budget.**

*Director Giomi made the motion to approve the CWSD FY 2019-20 Final Budget as presented. The motion was seconded by Director Gray and unanimously approved by the Board.*

### **Item #7 – For Discussion Only: Public Comment – None**

There being no further business to come before the Board, Vice Chairman Thaler adjourned the meeting at 8:33 a.m.

Respectfully submitted,

Catrina Schambra  
Secretary to the Board

## **AGENDA ITEM #7**

### **TREASURER'S REPORT**

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Balance Sheet

Accrual Basis

As of May 31, 2019

	May 31, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010-00 · Cash in Checking - B of A	25,218.81
1011-00 · Petty Cash	18.31
1013-00 · Cash in Checking - U. S. Bank	34,701.57
1014-00 · Local Gov't Inv. Pool-Regular	855,662.33
1029-00 · Bank of America-Savings	149.07
Total Checking/Savings	915,750.09
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	916,250.09
<b>TOTAL ASSETS</b>	<b>916,250.09</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	2,143.83
Total Accounts Payable	2,143.83
Other Current Liabilities	
3307-00 · CC Payroll Due	2,000.00
3360-00 · Accrued Vacation	33,836.79
3362-00 · Accrued sick leave	48,198.10
Total Other Current Liabilities	84,034.89
Total Current Liabilities	86,178.72
Total Liabilities	86,178.72
Equity	
4000-00 · Fund Balance	634,042.43
Net Income	196,028.94
Total Equity	830,071.37
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>916,250.09</b>

11:28 AM

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Profit &amp; Loss Budget vs. Actual

Accrual Basis

July 2018 through May 2019

	Jul '18 - May 19	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5008-00 · Alpine Co. Joint Powers contrib	9,800.00	9,800.00		100.0%
5009-00 · Churchill County Ad Valorem	188,356.63	201,065.00	-12,708.37	93.7%
5010-00 · Lyon County Ad Valorem	158,187.63	166,458.00	-8,270.37	95.0%
5011-00 · Douglas County Ad Valorem	553,466.38	551,915.00	1,551.38	100.3%
5012-00 · Carson City Ad Valorem	392,305.65	412,592.00	-20,286.35	95.1%
5022-00 · Water Lease - Mud Lake		55,000.00	-55,000.00	
5031-00 · Interest Income-LGIP Reg.	14,674.39	9,500.00	5,174.39	154.5%
5045-00 · Interest Income-B of A Savings	0.10	6.00	-5.90	1.7%
5050-00 · Watershed Coordinator				
5050-12 · NDEP-WS Coordinator 2018	55,094.84	121,400.00	-66,305.16	45.4%
Total 5050-00 · Watershed Coordinator	56,303.66	121,400.00	-65,096.34	46.4%
5058-00 · 208 Water Quality Plan				
5058-04 · NDEP-LID Implementation 2018-19	8,479.65	17,850.00	-9,370.35	47.5%
Total 5058-00 · 208 Water Quality Plan	8,479.65	17,850.00	-9,370.35	47.5%
5060-00 · Misc. Income				
5060-02 · Watershed Tour	5,740.00	6,000.00	-260.00	95.7%
Total 5060-00 · Misc. Income	5,755.00	6,000.00	-245.00	95.9%
5063-00 · Environmental Education Program				
5063-06 · NDEP-Env.Ed.Coord. 2018-19	6,976.63	5,100.00	1,876.63	136.8%
Total 5063-00 · Environmental Education Program	6,976.63	5,100.00	1,876.63	136.8%
5082-00 · Alpine Co.-CASGEM Grant	615.04	300.00	315.04	205.0%
5083-00 · Al.Co.-Mesa GW Monitoring Grant	793.79	300.00	493.79	264.6%
5095-00 · NDEP-WS Literacy Implementation		26,300.00	-26,300.00	
5096-00 · NFWF-Weed Mgmt.		17,240.00	-17,240.00	
5097-00 · BLM-Weed Mgmt. Grant		750.00	-750.00	
5098-00 · FEMA -MAS #7	81,635.02	82,650.00	-1,014.98	98.8%
5099-00 · NDEP-WS Lit.Implement.-Phase 3	40,458.90	17,670.00	22,788.90	229.0%
6000-00 · FEMA-MAS #8	217,115.06	247,890.00	-30,774.94	87.6%
6002-00 · NDA Weed Mgmt-Starthistle	15,486.75	2,050.00	13,436.75	755.5%
6003-00 · FEMA-MAS #9	112,446.03		112,446.03	100.0%
Total Income	1,862,856.31	1,951,836.00	-88,979.69	95.4%
<b>Expense</b>				
7015-00 · Salaries & Wages	344,465.22	385,000.00	-40,534.78	89.5%
7020-00 · Employee Benefits	129,507.45	145,500.00	-15,992.55	89.0%
7021-00 · Workers Comp Ins.	1,192.04	1,100.00	92.04	108.4%
7101-00 · Director's Fees	9,834.49	14,500.00	-4,665.51	67.8%
7102-00 · Insurance	9,944.07	6,000.00	3,944.07	165.7%
7103-00 · Office Supplies	2,667.76	2,500.00	167.76	106.7%
7104-00 · Postage	686.80	850.00	-163.20	80.8%
7105-00 · Rent	31,871.71	26,555.00	5,316.71	120.0%
7106-00 · Telephone/Internet	3,429.34	3,800.00	-370.66	90.2%
7107-00 · Travel-transport/meals/lodging	10,241.32	14,000.00	-3,758.68	73.2%
7108-00 · Dues & Publications	1,169.44	1,100.00	69.44	106.3%
7109-00 · Miscellaneous Expense	71.80	1,000.00	-928.20	7.2%
7110-00 · Seminars & Education	610.00	3,000.00	-2,390.00	20.3%
7111-00 · Office Equipment	1,293.95	3,000.00	-1,706.05	43.1%
7112-00 · Bank Charges	2.00	100.00	-98.00	2.0%
7114-00 · Outside Professional Services	8,745.68	10,000.00	-1,254.32	87.5%
7115-00 · Accounting	9,250.00	16,000.00	-6,750.00	57.8%
7116-00 · Legal	22,500.00	40,700.00	-18,200.00	55.3%
7117-00 · Lost Lakes Expenses	10,750.98	11,500.00	-749.02	93.5%
7118-00 · Mud Lake O & M	986.30	1,000.00	-13.70	98.6%



## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Profit &amp; Loss Budget vs. Actual

Accrual Basis

July 2018 through May 2019

	Jul '18 - May 19	Budget	\$ Over Budget	% of Budget
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour	1,701.62	6,000.00	-4,298.38	28.4%
7120-31 · NDEP-WS Program Exp. 2018	2,390.36	9,850.00	-7,459.64	24.3%
Total 7120-00 · Integrated Watershed Programs	4,091.98	15,850.00	-11,758.02	25.8%
7125-00 · Environmental Ed.Coord.Exp.				
7125-03 · Env. Ed. Coord. Exp. 2017-18	6,626.77	4,800.00	1,826.77	138.1%
Total 7125-00 · Environmental Ed.Coord.Exp.	6,626.77	4,800.00	1,826.77	138.1%
7215-00 · Sierra NV Journeys-Family Night		3,000.00	-3,000.00	
7332-00 · Carson River Work Days				
7332-04 · CR Work Days 2018-19	13,457.45	26,000.00	-12,542.55	51.8%
Total 7332-00 · Carson River Work Days	13,457.45	26,000.00	-12,542.55	51.8%
7337-00 · Carson River Restoration				
7337-01 · Upper Carson River Grant.				
7337-19 · CVCD-Bioengineering, 2018-20	5,916.49	50,000.00	-44,083.51	11.8%
7337-91 · CVCD-Cradlebaugh #1, 2018-19	18,398.72	100,000.00	-81,601.28	18.4%
Total 7337-01 · Upper Carson River Grant.	24,315.21	150,000.00	-125,684.79	16.2%
7337-03 · Dayton Valley Conserv				
7337-33 · DVCD--Restoration Proj. 2017-19	48,298.29	75,000.00	-26,701.71	64.4%
Total 7337-03 · Dayton Valley Conserv	48,298.29	75,000.00	-26,701.71	64.4%
7337-04 · Lahontan Conserv.Dist				
7337-41 · LCD-Clearing & Snagging		20,000.00	-20,000.00	
Total 7337-04 · Lahontan Conserv.Dist		20,000.00	-20,000.00	
Total 7337-00 · Carson River Restoration	72,613.50	245,000.00	-172,386.50	29.6%
7404-00 · Noxious Weeds Control-CR Wtrshd				
7404-01 · Noxious Weed Control-Alpine Co.		15,000.00	-15,000.00	
7404-02 · Noxious Weed Control-Douglas Co		15,000.00	-15,000.00	
7404-03 · Noxious Weed Control-CarsonCity		15,000.00	-15,000.00	
7404-04 · Noxious Weed Control-Lyon Co.	15,000.00	15,000.00		100.0%
7404-05 · Noxious Weed Control-Churchill		15,000.00	-15,000.00	
Total 7404-00 · Noxious Weeds Control-CR Wtrshd	15,000.00	75,000.00	-60,000.00	20.0%
7406-00 · 208 Water Quality Mgmt. Plan	7,682.29	30,080.00	-22,397.71	25.5%
7429-00 · NDEP-Wtrshd Lit.Implementation	4.14	25,510.00	-25,505.86	0.0%
7430-00 · NFWF - Weed Mgmt.	256.95	15,240.00	-14,983.05	1.7%
7432-00 · FEMA MAS #7	73,186.65	75,800.00	-2,613.35	96.6%
7433-00 · NDEP-WS Lit.Impl.-Phase 3	47,781.78	25,260.00	22,521.78	189.2%
7434-00 · FEMA MAS #8	232,480.73	225,160.00	7,320.73	103.3%
7436-00 · NDA Weed Mgmt - Starthistle	12,367.28	1,000.00	11,367.28	1,236.7%
7437-00 · FEMA MAS #9	132,538.13		132,538.13	100.0%
7500-00 · USGS Stream Gage Contract				
7500-02 · Stream Gages 2017-19	58,803.91	78,405.00	-19,601.09	75.0%
Total 7500-00 · USGS Stream Gage Contract	58,803.91	78,405.00	-19,601.09	75.0%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-02 · DoCo WQ/GW Mon. 2017-19	4,188.00	16,890.00	-12,702.00	24.8%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	4,188.00	16,890.00	-12,702.00	24.8%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-01 · USGS-GW Lvl & WQ-ChCo 2014-18	1,116.00		1,116.00	100.0%
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22	4,308.00	5,630.00	-1,322.00	76.5%

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Profit &amp; Loss Budget vs. Actual

Accrual Basis

July 2018 through May 2019

	Jul '18 - May 19	Budget	\$ Over Budget	% of Budget
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	5,424.00	5,630.00	-206.00	96.3%
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.	12,561.00	27,680.00	-15,119.00	45.4%
7527-00 · USGS-Arsenic Data Collection-CV				
7527-01 · USGS-CV Arsenic Study 2018-19	19,736.66	28,055.00	-8,318.34	70.3%
Total 7527-00 · USGS-Arsenic Data Collection-CV	19,736.66	28,055.00	-8,318.34	70.3%
7528-00 · USGS-Mercury/Arsenic/Lead Mon.	12,333.34	15,000.00	-2,666.66	82.2%
7600-00 · Alpine County Projects				
7600-05 · Alpine Watershed Programs	25,000.00	25,000.00		100.0%
7600-09 · Al.Co.-CASGEM	5.71	10.00	-4.29	57.1%
7600-10 · Al.Co.-Mesa GW Monitoring	4.83	10.00	-5.17	48.3%
Total 7600-00 · Alpine County Projects	25,010.54	25,020.00	-9.46	100.0%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	125,000.00	125,000.00		100.0%
Total 7610-00 · Douglas County Projects	125,000.00	125,000.00		100.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7620-00 · Carson City Projects	62,500.00	125,000.00	-62,500.00	50.0%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.	12,167.75	18,000.00	-5,832.25	67.6%
7640-16 · Dixie Vly.Wtr.Lvl.Measurement	18,048.98	24,400.00	-6,351.02	74.0%
Total 7640-00 · Churchill County Projects	30,216.73	42,400.00	-12,183.27	71.3%
Total Expense	1,573,148.68	1,943,985.00	-370,836.32	80.9%
Net Ordinary Income	289,707.63	7,851.00	281,856.63	3,690.1%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		593,258.29	-593,258.29	
Total Other Income	4,939.20	593,258.29	-588,319.09	0.8%
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund	50,000.00	50,000.00		100.0%
8008-00 · Preliminary Planning		405,000.00	-405,000.00	
8014-00 · Trans. Out-Floodplain Mgmt. Fd.	48,617.89	50,000.00	-1,382.11	97.2%
Total Other Expense	98,617.89	505,000.00	-406,382.11	19.5%
Net Other Income	-93,678.69	88,258.29	-181,936.98	-106.1%
Net Income	196,028.94	96,109.29	99,919.65	204.0%

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Profit &amp; Loss YTD Comparison

Accrual Basis

May 2019

	May 19	Jul '18 - May 19
Ordinary Income/Expense		
Income		
5008-00 · Alpine Co. Joint Powers contrib		9,800.00
5009-00 · Churchill County Ad Valorem		188,356.63
5010-00 · Lyon County Ad Valorem		158,187.63
5011-00 · Douglas County Ad Valorem	10,342.17	553,466.38
5012-00 · Carson City Ad Valorem	24,278.66	392,305.65
5031-00 · Interest Income-LGIP Reg.	1,837.56	14,674.39
5045-00 · Interest Income-B of A Savings	0.01	0.10
5050-00 · Watershed Coordinator		
5050-02 · BLM Grant-Watershed Coord.		1,208.82
5050-12 · NDEP-WS Coordinator 2018		55,094.84
Total 5050-00 · Watershed Coordinator		56,303.66
5058-00 · 208 Water Quality Plan		
5058-04 · NDEP-LID Implementation 2018-19	2,836.05	8,479.65
Total 5058-00 · 208 Water Quality Plan	2,836.05	8,479.65
5060-00 · Misc. Income		
5060-02 · Watershed Tour		5,740.00
5060-00 · Misc. Income - Other		15.00
Total 5060-00 · Misc. Income		5,755.00
5063-00 · Environmental Education Program		
5063-05 · NDEP-Env.Ed.Coord. 2017-18		
5063-06 · NDEP-Env.Ed.Coord. 2018-19		6,976.63
Total 5063-00 · Environmental Education Program		6,976.63
5082-00 · Alpine Co.-CASGEM Grant		615.04
5083-00 · Al.Co.-Mesa GW Monitoring Grant		793.79
5095-00 · NDEP-WS Literacy Implementation		
5096-00 · NFWF-Weed Mgmt.		
5097-00 · BLM-Weed Mgmt. Grant		
5098-00 · FEMA -MAS #7		81,635.02
5099-00 · NDEP-WS Lit.Implement.-Phase 3	3,690.90	40,458.90
6000-00 · FEMA-MAS #8		
6000-02 · StCo-Dayton Vly ADMP		15,000.00
6000-00 · FEMA-MAS #8 - Other		202,115.06
Total 6000-00 · FEMA-MAS #8		217,115.06
6002-00 · NDA Weed Mgmt-Starthistle		15,486.75
6003-00 · FEMA-MAS #9		112,446.03
Total Income	42,985.35	1,862,856.31
Expense		
7015-00 · Salaries & Wages	28,340.42	344,465.22
7020-00 · Employee Benefits	11,200.89	129,507.45
7021-00 · Workers Comp Ins.		1,192.04
7101-00 · Director's Fees		
7101-01 · Director Benefits	8.12	124.03
7101-02 · Director's Fees-Alpine Co.		960.00
7101-00 · Director's Fees - Other	829.30	8,750.46
Total 7101-00 · Director's Fees	837.42	9,834.49
7102-00 · Insurance	4,985.12	9,944.07
7103-00 · Office Supplies	-103.27	2,667.76
7104-00 · Postage	58.80	686.80
7105-00 · Rent		31,871.71
7106-00 · Telephone/Internet	367.44	3,429.34
7107-00 · Travel-transport/meals/lodging		
7107-02 CWSD Admin Mileage		38.05



## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Profit &amp; Loss YTD Comparison

Accrual Basis

May 2019

	May 19	Jul '18 - May 19
7107-01 · Car Allowance	566.42	6,343.90
7107-00 · Travel-transport/meals/lodging - Other	757.36	3,859.37
Total 7107-00 · Travel-transport/meals/lodging	1,323.78	10,241.32
7108-00 · Dues & Publications	212.44	1,169.44
7109-00 · Miscellaneous Expense		71.80
7110-00 · Seminars & Education		610.00
7111-00 · Office Equipment		1,293.95
7112-00 · Bank Charges		2.00
7114-00 · Outside Professional Services		8,745.68
7115-00 · Accounting		9,250.00
7116-00 · Legal		22,500.00
7117-00 · Lost Lakes Expenses		10,750.98
7118-00 · Mud Lake O & M	986.30	986.30
7120-00 · Integrated Watershed Programs		
7120-07 · Watershed Tour		1,701.62
7120-31 · NDEP-WS Program Exp. 2018		
7120-32 · WS Program 2018-Match		113.92
7120-31 · NDEP-WS Program Exp. 2018 - Other	36.82	2,276.44
Total 7120-31 · NDEP-WS Program Exp. 2018	36.82	2,390.36
Total 7120-00 · Integrated Watershed Programs	36.82	4,091.98
7125-00 · Environmental Ed.Coord.Exp.		
7125-03 · Env. Ed. Coord. Exp. 2017-18		6,626.77
Total 7125-00 · Environmental Ed.Coord.Exp.		6,626.77
7215-00 · Sierra NV Journeys-Family Night		
7332-00 · Carson River Work Days		
7332-03 · CR Work Days 2017-18		
7332-04 · CR Work Days 2018-19	4,226.47	13,457.45
Total 7332-00 · Carson River Work Days	4,226.47	13,457.45
7337-00 · Carson River Restoration		
7337-01 · Upper Carson River Grant.		
7337-19 · CVCD-Bioengineering, 2018-20		5,916.49
7337-91 · CVCD-Cradlebaugh #1, 2018-19		18,398.72
Total 7337-01 · Upper Carson River Grant.		24,315.21
7337-03 · Dayton Valley Conserv		
7337-33 · DVCD--Restoration Proj. 2017-19		48,298.29
Total 7337-03 · Dayton Valley Conserv		48,298.29
7337-04 · Lahontan Conserv.Dist		
7337-41 · LCD-Clearing & Snagging		
Total 7337-04 · Lahontan Conserv.Dist		
Total 7337-00 · Carson River Restoration		72,613.50
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-03 · Noxious Weed Control-CarsonCity		
7404-04 · Noxious Weed Control-Lyon Co.		15,000.00
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		15,000.00
7406-00 · 208 Water Quality Mgmt. Plan		
7406-03 · LID Implementation 2018-19	0.65	7,682.29
Total 7406-00 · 208 Water Quality Mgmt. Plan	0.65	7,682.29
7429-00 · NDEP-Wtrshd Lit.Implementation		4.14

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Profit &amp; Loss YTD Comparison

Accrual Basis

May 2019

	May 19	Jul '18 - May 19
7430-00 · NFWF - Weed Mgmt.	65.00	256.95
7431-00 · BLM - Weed Mgmt.		15.74
7432-00 · FEMA MAS #7		
7432-01 · Voltaire Cyn.(Cardno)		72,858.35
7432-02 · Johnson Ln. ADMP (JE Fuller)		10.48
7432-04 · Discovery/FMP Update(MB)		
7432-00 · FEMA MAS #7 - Other	9.90	317.82
Total 7432-00 · FEMA MAS #7	9.90	73,186.65
7433-00 · NDEP-WS Lit.Impl.-Phase 3		
7433-01 · WS Lit. 3-Match		3,227.00
7433-00 · NDEP-WS Lit.Impl.-Phase 3 - Other	239.75	44,554.78
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3	239.75	47,781.78
7434-00 · FEMA MAS #8		
7434-01 · Dayton ADMP(JE Fuller)	10,728.50	203,156.40
7434-02 · Update Floodplain Ord.(Loveberg)	884.75	11,005.50
7434-03 · Public Outreach-FAW	25.00	11,065.71
7434-04 · School Outreach(River Wranglers)	1,807.92	4,572.83
7434-00 · FEMA MAS #8 - Other	572.39	2,680.29
Total 7434-00 · FEMA MAS #8	14,018.56	232,480.73
7436-00 · NDA Weed Mgmt - Starthistle		
7436-01 · CC - Starthistle Mgmt.		4,200.74
7436-02 · DVCD - Starthistle Mgmt.		8,005.02
7436-00 · NDA Weed Mgmt - Starthistle - Other		161.52
Total 7436-00 · NDA Weed Mgmt - Starthistle		12,367.28
7437-00 · FEMA MAS #9		
7437-05 · HEC-RAS Modeling		9,761.06
7437-01 · South Dayton Valley ADMP(JEF)	12,828.90	90,599.10
7437-02 · North CC ADMP (MB)	15,156.00	21,480.00
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)		10,588.82
7437-00 · FEMA MAS #9 - Other	6.33	109.15
Total 7437-00 · FEMA MAS #9	27,991.23	132,538.13
7438-00 · BOR WaterSMART Market Program		50.76
7500-00 · USGS Stream Gage Contract		
7500-02 · Stream Gages 2017-19		58,803.91
Total 7500-00 · USGS Stream Gage Contract		58,803.91
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-02 · DoCo WQ/GW Mon. 2017-19		4,188.00
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		4,188.00
7524-00 · USGS-GW Lvl & WQ in Ch.Co.		
7524-01 · USGS-GW Lvl & WQ-ChCo 2014-18		1,116.00
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22		4,308.00
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		5,424.00
7526-00 · USGS-Eagle/Dayton/Ch.Vly.Mon.		12,561.00
7527-00 · USGS-Arsenic Data Collection-CV		
7527-01 · USGS-CV Arsenic Study 2018-19		19,736.66
Total 7527-00 · USGS-Arsenic Data Collection-CV		19,736.66
7528-00 · USGS-Mercury/Arsenic/Lead Mon.		12,333.34
7600-00 · Alpine County Projects		
7600-05 · Alpine Watershed Programs		25,000.00
7600-09 · Al.Co.-CASGEM		5.71
7600-10 · Al.Co.-Mesa GW Monitoring		4.83

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/07/19

## Profit &amp; Loss YTD Comparison

Accrual Basis

May 2019

	May 19	Jul '18 - May 19
Total 7600-00 · Alpine County Projects		25,010.54
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00
Total 7610-00 · Douglas County Projects		125,000.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
Total 7620-00 · Carson City Projects		62,500.00
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl.Measure.		12,167.75
7640-16 · Dixie Vly.Wtr.Lvl.Measurement		18,048.98
Total 7640-00 · Churchill County Projects		30,216.73
Total Expense	94,797.72	1,573,148.68
Net Ordinary Income	-51,812.37	289,707.63
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.	7,221.31	4,939.20
Total Other Income	7,221.31	4,939.20
Other Expense		
8002-00 · Transfer Out-Acq/Const Fund		50,000.00
8014-00 · Trans. Out-Floodplain Mgmt. Fd.	900.00	48,617.89
Total Other Expense	900.00	98,617.89
Net Other Income	6,321.31	-93,678.69
Net Income	-45,491.06	196,028.94

**CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION**

06/07/19

**Balance Sheet**

As of May 31, 2019

	May 31, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	764,636.01
Total Checking/Savings	764,636.01
Total Current Assets	764,636.01
<b>TOTAL ASSETS</b>	<b>764,636.01</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
4000-01 · Fund Balance - Capital Project	699,152.73
Net Income	65,483.28
Total Equity	764,636.01
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>764,636.01</b>

## Profit &amp; Loss Budget vs. Actual

July 2018 through May 2019

	Jul '18 - May 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	15,483.28	9,660.00	5,823.28	160.3%
Total Income	15,483.28	9,660.00	5,823.28	160.3%
Expense				
7341-01 · Upsize LyCo/Stagecoach Pipeline		250,000.00	-250,000.00	
7342-01 · Upstream Storage Evaluation		70,000.00	-70,000.00	
7343-01 · Construction Projects		400,000.00	-400,000.00	
Total Expense		720,000.00	-720,000.00	
Net Ordinary Income	15,483.28	-710,340.00	725,823.28	-2.2%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		698,161.00	-698,161.00	
8001-01 · Transfer In-General Fund	50,000.00	50,000.00		100.0%
Total Other Income	50,000.00	748,161.00	-698,161.00	6.7%
Net Other Income	50,000.00	748,161.00	-698,161.00	6.7%
Net Income	<b>65,483.28</b>	<b>37,821.00</b>	<b>27,662.28</b>	<b>173.1%</b>



## Profit &amp; Loss YTD Comparison

May 2019

	May 19	Jul '18 - May 19
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	1,613.79	15,483.28
Total Income	1,613.79	15,483.28
Net Ordinary Income	1,613.79	15,483.28
Other Income/Expense		
Other Income		
8001-01 · Transfer In-General Fund		50,000.00
Total Other Income		50,000.00
Net Other Income		50,000.00
Net Income	1,613.79	65,483.28

10:15 AM  
06/07/19  
Cash Basis

**Floodplain Management Fund**  
**Balance Sheet**  
As of June 7, 2019

	Jun 7, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	403,350.92
Total Checking/Savings	403,350.92
Total Current Assets	403,350.92
<b>TOTAL ASSETS</b>	<b>403,350.92</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
32000 · Retained Earnings	361,012.84
Net Income	42,338.08
Total Equity	403,350.92
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>403,350.92</b>

10:16 AM

06/07/19

Cash Basis

# Floodplain Management Fund

## Profit & Loss Budget vs. Actual

July 2018 through May 2019

	Jul '18 - May 19	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
5032-03 · Int. Inc.-LGIP-Floodplain	8,126.07	5,350.00	2,776.07	151.9%
<b>Total Income</b>	8,126.07	5,350.00	2,776.07	151.9%
<b>Expense</b>				
7203-03 · Reg. Flood Preliminary Planning	0.00	190,000.00	-190,000.00	0.0%
7206-03 · Flood Project Along SR88-Minden	0.00	40,000.00	-40,000.00	0.0%
7210-03 · CVCD-2017 Flood Damage Assess.	5,445.89			
7212-03 · CVCD-2017 Flood Permit/Repairs	5,402.90	70,000.00	-64,597.10	7.7%
7213-03 · DVCD-2017 Flood Permit/Repairs	4,039.20	30,000.00	-25,960.80	13.5%
7214-03 · ChCo Floodplain Evaluation	3,182.11	40,000.00	-36,817.89	8.0%
<b>Total Expense</b>	18,070.10	370,000.00	-351,929.90	4.9%
<b>Net Ordinary Income</b>	-9,944.03	-364,650.00	354,705.97	2.7%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
8000-03 · Beginning Equity	0.00	356,264.00	-356,264.00	0.0%
8001-03 · Trans. In- General Fund	50,000.00	50,000.00	0.00	100.0%
<b>Total Other Income</b>	50,000.00	406,264.00	-356,264.00	12.3%
<b>Other Expense</b>				
8002-03 · Trans.Out-General Fund	0.00			
<b>Total Other Expense</b>	0.00			
<b>Net Other Income</b>	50,000.00	406,264.00	-356,264.00	12.3%
<b>Net Income</b>	<b>40,055.97</b>	<b>41,614.00</b>	<b>-1,558.03</b>	<b>96.3%</b>

10:17 AM  
06/07/19  
Cash Basis

**Floodplain Management Fund**  
**Profit & Loss YTD Comparison**  
May 1 through June 7, 2019

	May 1 - Jun 7, 19	Jul 1, '18 - Jun 7, 19
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	856.89	8,126.07
Total Income	856.89	8,126.07
Expense		
7210-03 · CVCD-2017 Flood Damage Assess.	0.00	5,445.89
7212-03 · CVCD-2017 Flood Permit/Repairs	0.00	5,402.90
7213-03 · DVCD-2017 Flood Permit/Repairs	4,039.20	4,039.20
7214-03 · ChCo Floodplain Evaluation	900.00	900.00
Total Expense	4,939.20	15,787.99
Net Ordinary Income	-4,082.31	-7,661.92
Other Income/Expense		
Other Income		
8001-03 · Trans. In- General Fund	0.00	50,000.00
Total Other Income	0.00	50,000.00
Net Other Income	0.00	50,000.00
Net Income	<u>-4,082.31</u>	<u>42,338.08</u>

## **AGENDA ITEM #8**

### **PAYMENT OF BILLS**

4:22 PM

06/10/19

Accrual Basis

## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

## Transaction Detail by Account

May 2019

Type	Date	Num	Name	Memo	Amount	Balance
<b>1010-00 · Cash in Checking - B of A</b>						
Check	05/09/2019	9497	U. S. Bank	Transfer Funds to new checking account	-18,000.00	-18,000.00
Deposit	05/10/2019			Deposit	2,836.05	-15,163.95
Total 1010-00 · Cash in Checking - B of A					-15,163.95	-15,163.95
<b>1011-00 · Petty Cash</b>						
Gener...	05/31/2019			Replenish Petty Cash May 2019	-81.69	-81.69
Total 1011-00 · Petty Cash					-81.69	-81.69
<b>1013-00 · Cash in Checking - U. S. Bank</b>						
Check	05/01/2019	9508	David Griffith	Directors Fee 4-17-19 Bd Mtg.	-80.00	-80.00
Check	05/02/2019	9517	Division of Water Resources	Annual Renewal E. James: State Water Right Surveyor Cert.#1134	-20.00	-100.00
Deposit	05/07/2019			Deposit	164.16	64.16
Deposit	05/07/2019			Deposit	24,278.66	24,342.82
Check	05/08/2019	9519	River Wranglers	Inv#CCRWD 2018-19 #3; 4/1/19-4/30/19	-4,226.47	20,116.35
Check	05/08/2019	9518	VOID	VOID: Sample Check for NDEP EFT		20,116.35
Check	05/08/2019	9520	Konica Minolta Business Solutions USA Inc	Acct#3091 4/1/19-4/30/19	-120.45	19,995.90
Check	05/08/2019	9521	JE Fuller Hydrology & Geomorphology, Inc.	Inv.#P2921.01-13 DVADMP Project P2921.01 Professional Svcs. 4/1-4/30/19	-10,728.50	9,267.40
Check	05/08/2019	9522	JE Fuller Hydrology & Geomorphology, Inc.	Inv.#P3121.01 -SDVADMP Project P3121.01 Professional Svcs. 4/1-4/30/19	-12,828.90	-3,561.50
Check	05/09/2019	9523	Nevada Appeal	Acct# 1060827; 2019-20 Budget Public Hearing Notice Ad#0000419956	-87.44	-3,648.94
Check	05/09/2019	9497	U. S. Bank	Transfer funds to new checking account	18,000.00	14,351.06
Check	05/13/2019	9524	Douglas County	Filing Fee - Notary Bond: C. Schambra	-20.00	14,331.06
Check	05/14/2019	9525	Nevada Secretary of State	Nevada Notary Application Fee - C. Schambra	-35.00	14,296.06
Deposit	05/14/2019			Deposit	10,342.17	24,638.23
Check	05/15/2019	9526	VOID	VOID:		24,638.23
Check	05/16/2019	9527	Trimmer Outpost	CWSD Board Meeting Dinner 5-15-19 (22 @ \$20) Inv#274269	-440.00	24,198.23
Check	05/16/2019	9528	Carson City	CWSD Payroll #9 (4/12/19-4/25-19)	-20,721.07	3,477.16
Check	05/16/2019	9529	Michael Baker International, Inc.	Inv#1047642; Proj#170572 NCC ADMP Professional Svcs. thru April 28, 2019	-15,156.00	-11,678.84
Check	05/16/2019	9530	Water Master	CARSON RIVER Claimant #407	-986.30	-12,665.14
Check	05/16/2019	9531	Charter Communications	Acct#8354110010917880	-299.94	-12,965.08
Deposit	05/17/2019			Deposit	50,000.00	37,034.92
Check	05/17/2019	9532	Dayton Area Chamber of Commerce	Oodles of Noodles Festival Registration	-25.00	37,009.92
Check	05/21/2019	9533	Precision Water Resources Engineering	Inv#1712 Churchill County Flood Mapping	-900.00	36,109.92
Check	05/23/2019	9534	Carson City	CWSD Payroll #10 (4/26/19-5/9/19)	-19,954.78	16,155.14
Check	05/23/2019	9535	Robert Loveberg	Inv#P17111501-13 4/1-4/30/19; Floodplain Ordinance Language	-884.75	15,270.39
Check	05/23/2019	9536	CapSpecialty	Policy #A270058064 Catherine Schambra Surety Bond	-50.00	15,220.39
Check	05/23/2019	9537	Office Depot Business Credit	Acct #6011 5685 11775 7761	-170.37	15,050.02
Check	05/23/2019	9538	Resource Concepts, Inc.		-227.50	14,822.52
Check	05/23/2019	9539	David Griffith	Directors Fee 5/15/19 Bd Mtg.	-80.00	14,742.52
Check	05/23/2019	9540	Donald Jardine	Directors Fee 5/15/19 Bd Mtg.	-80.00	14,662.52
Check	05/23/2019	9541	Donald Frensdorff	May Mileage Reimbursement	-8.64	14,653.88
Check	05/23/2019	9542	Stacey Giomi	May Mileage Reimbursement	-21.47	14,632.41
Check	05/23/2019	9543	Ken Gray	May Mileage Reimbursement	-57.13	14,575.28
Check	05/23/2019	9544	David Griffith	May Mileage Reimbursement	-29.30	14,545.98
Check	05/23/2019	9545	Jack Jacobs	May Mileage Reimbursement	-8.93	14,537.05
Check	05/23/2019	9546	Donald Jardine	May Mileage Reimbursement	-30.59	14,506.46
Check	05/23/2019	9547	Barry Penzel	May Mileage Reimbursement	-23.43	14,483.03
Check	05/23/2019	9548	Ernest Schank	May Mileage Reimbursement	-90.40	14,392.63
Check	05/23/2019	9549	Fred Stodieck	May Mileage Reimbursement	-9.19	14,383.44
Check	05/23/2019	9550	Steve Thaler	May Mileage Reimbursement	-23.68	14,359.76
Check	05/23/2019	9551	Mike Workman	May Mileage Reimbursement	-30.91	14,328.85
Bill P...	05/29/2019	9552	Bank of America		-750.98	13,577.87
Paym...	05/29/2019	Jan-...	NV Div. of Environmental Protection		11,329.72	24,907.59
Bill P...	05/30/2019	9553	Dayton Valley Conservation District	NFWF; Inv#DVCD-1 (1/1-3/31/19)	-124.80	24,782.79
Bill P...	05/30/2019	9554	Dayton Valley Conservation District	DVCD Flood Damage Repairs; Inv#DVCD-2 (1/1-3/31/19)	-4,039.20	20,743.59
Bill P...	05/30/2019	9555	Dayton Valley Conservation District	River Restoration Projects Inv#DVCD-3 (1/1-3/31/19)	-14,802.81	5,940.78
Deposit	05/31/2019			Deposit	7,221.31	13,162.09
Bill P...	05/31/2019	9556	River Wranglers	FEMA MAS 8 Flood Awareness (4/1-4/30/19)	-610.01	12,552.08
Deposit	05/31/2019			Deposit	3,690.90	16,242.98
Total 1013-00 · Cash in Checking - U. S. Bank					16,242.98	16,242.98
<b>1014-00 · Local Gov't Inv. Pool-Regular</b>						
Deposit	05/17/2019		Local Govt Investment Pool	Trans in from LGIP to General Fund	-50,000.00	-50,000.00
Deposit	05/31/2019			Interest	1,837.56	-48,162.44
Total 1014-00 · Local Gov't Inv. Pool-Regular					-48,162.44	-48,162.44
<b>1029-00 · Bank of America-Savings</b>						
Deposit	05/31/2019			Interest	0.01	0.01
Total 1029-00 · Bank of America-Savings					0.01	0.01
<b>1250-00 · Accounts Receivable</b>						
Paym...	05/29/2019	Jan-...	NV Div. of Environmental Protection		-11,329.72	-11,329.72
Total 1250-00 · Accounts Receivable					-11,329.72	-11,329.72
<b>1210-00 · Due from Floodplain Mgmt Fund</b>						
Deposit	05/31/2019		Local Govt Investment Pool	Acct# 7213-03/\$4039.20 & Acct#7214-03/\$3182.11	-7,221.31	-7,221.31
Total 1210-00 · Due from Floodplain Mgmt Fund					-7,221.31	-7,221.31
<b>2000 · *Accounts Payable</b>						
Bill	05/08/2019		Bank of America	FEMA MAS 8 - Tent frame	-393.52	-393.52
Bill	05/12/2019		Bank of America	Microsoft Online Services	-5.00	-398.52
Bill	05/13/2019		Bank of America	Microsoft Online Online Services	-62.50	-461.02
Bill	05/15/2019		Warren Reed Insurance, Inc.	2019/20 POOL/PACT Renewal - Acct. #CARSO29	-4,985.12	-5,446.14
Bill	05/25/2019	Invoi...	River Wranglers	FEMA MAS 8 Flood Awareness (4/1-4/30/19)	-610.01	-6,056.15
Bill	05/29/2019		Bank of America	FEMA MAS 8 - hard drive	-69.99	-6,126.14
Bill P...	05/29/2019	9552	Bank of America		750.98	-5,375.16

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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/10/19

## Transaction Detail by Account

Accrual Basis

May 2019

Type	Date	Num	Name	Memo	Amount	Balance
Bill P...	05/30/2019	9553	Dayton Valley Conservation District	NFWF; Inv#DVCD-1 (1/1-3/31/19)	124.80	-5,250.36
Bill P...	05/30/2019	9554	Dayton Valley Conservation District	DVCD Flood Damage Repairs; Inv#DVCD-2 (1/1-3/31/19)	4,039.20	-1,211.16
Bill P...	05/30/2019	9555	Dayton Valley Conservation District	River Restoration Projects Inv#DVCD-3 (1/1-3/31/19)	14,802.81	13,591.65
Bill P...	05/31/2019	9556	River Wranglers	FEMA MAS 8 Flood Awareness (4/1-4/30/19)	610.01	14,201.66
Bill	05/31/2019		River Wranglers	FEMA MAS 8 Flood Awareness (5/1-5/31/19)	-1,197.91	13,003.75
Total 2000 - *Accounts Payable					13,003.75	13,003.75
<b>3307-00 - CC Payroll Due</b>						
Gener...	05/03/2019			Director Fee Payroll #9 Bonkowski	-20,721.07	-20,721.07
Check	05/16/2019	9528	Carson City	Payroll #9 (4/12/19-4/25-19)	20,721.07	
Gener...	05/17/2019			Salary Payroll #10 Fryer	-19,954.78	-19,954.78
Check	05/23/2019	9534	Carson City	Payroll #10 (4/26/19-5/9/19)	19,954.78	
Total 3307-00 - CC Payroll Due						
<b>5011-00 - Douglas County Ad Valorem</b>						
Deposit	05/14/2019	690908	Douglas County	April Ad Valorem Taxes	-10,342.17	-10,342.17
Total 5011-00 - Douglas County Ad Valorem					-10,342.17	-10,342.17
<b>5012-00 - Carson City Ad Valorem</b>						
Deposit	05/07/2019	387032	Carson City	Ad Valorem Taxes	-24,278.66	-24,278.66
Total 5012-00 - Carson City Ad Valorem					-24,278.66	-24,278.66
<b>5031-00 - Interest Income-LGIP Reg.</b>						
Deposit	05/31/2019			Interest	-1,837.56	-1,837.56
Total 5031-00 - Interest Income-LGIP Reg.					-1,837.56	-1,837.56
<b>5045-00 - Interest Income-B of A Savings</b>						
Deposit	05/31/2019			Interest	-0.01	-0.01
Total 5045-00 - Interest Income-B of A Savings					-0.01	-0.01
<b>5058-00 - 208 Water Quality Plan</b>						
<b>5058-04 - NDEP-LID Implementation 2018-19</b>						
Deposit	05/10/2019	9453...	NV Div. of Environmental Protection	Inv. #5 (Jan - Mar)	-2,836.05	-2,836.05
Total 5058-04 - NDEP-LID Implementation 2018-19					-2,836.05	-2,836.05
Total 5058-00 - 208 Water Quality Plan					-2,836.05	-2,836.05
<b>5099-00 - NDEP-WS Lit.Implement.-Phase 3</b>						
Deposit	05/31/2019		Nevada State Controller	NDEP WS LIT 3 - Inv #8 Jan-Mar 2019	-3,690.90	-3,690.90
Total 5099-00 - NDEP-WS Lit.Implement.-Phase 3					-3,690.90	-3,690.90
<b>7015-00 - Salaries &amp; Wages</b>						
Gener...	05/03/2019			Salary Payroll #9 Fryer	2,539.05	2,539.05
Gener...	05/03/2019			Salary Payroll #9 Hunt	2,233.52	4,772.57
Gener...	05/03/2019			Salary Payroll #9 James	5,241.10	10,013.67
Gener...	05/03/2019			Salary Payroll #9 Neddenriep	2,072.78	12,086.45
Gener...	05/03/2019			Salary Payroll #9 Schambra	2,169.21	14,255.66
Gener...	05/17/2019			Salary Payroll #10 Fryer	2,368.12	16,623.78
Gener...	05/17/2019			Salary Payroll #10 Hunt	2,233.53	18,857.31
Gener...	05/17/2019			Salary Payroll #10 James	5,241.10	24,098.41
Gener...	05/17/2019			Salary Payroll #10 Neddenriep	2,072.78	26,171.19
Gener...	05/17/2019			Salary Payroll #10 Schambra	2,169.23	28,340.42
Total 7015-00 - Salaries & Wages					28,340.42	28,340.42
<b>7020-00 - Employee Benefits</b>						
Gener...	05/03/2019			Benies Payroll #9 Fryer	383.78	383.78
Gener...	05/03/2019			Benies Payroll #9 Hunt	1,205.71	1,589.49
Gener...	05/03/2019			Benies Payroll #9 James	2,113.89	3,703.38
Gener...	05/03/2019			Benies Payroll #9 Neddenriep	1,015.18	4,718.56
Gener...	05/03/2019			Benies Payroll #9 Schambra	895.52	5,614.08
Gener...	05/17/2019			Benies Payroll #10 Fryer	356.51	5,970.59
Gener...	05/17/2019			Benies Payroll #10 Hunt	1,205.71	7,176.30
Gener...	05/17/2019			Benies Payroll #10 James	2,113.89	9,290.19
Gener...	05/17/2019			Benies Payroll #10 Neddenriep	1,015.18	10,305.37
Gener...	05/17/2019			Benies Payroll #10 Schambra	895.52	11,200.89
Total 7020-00 - Employee Benefits					11,200.89	11,200.89
<b>7101-00 - Director's Fees</b>						
<b>7101-01 - Director Benefits</b>						
Gener...	05/03/2019			Dir Benies Payroll #9 Bonkowski	1.16	1.16
Gener...	05/03/2019			Dir Benies Payroll #9 Giomi	1.16	2.32
Gener...	05/03/2019			Dir Benies Payroll #9 Gray	1.16	3.48
Gener...	05/03/2019			Dir Benies Payroll #9 Schank	1.16	4.64
Gener...	05/03/2019			Dir Benies Payroll #9 Stodieck	1.16	5.80
Gener...	05/03/2019			Dir Benies Payroll #9 Thaler	1.16	6.96
Gener...	05/03/2019			Dir Benies Payroll #9 Thaler	1.16	8.12
Total 7101-01 - Director Benefits					8.12	8.12
<b>7101-00 - Director's Fees - Other</b>						
Check	05/01/2019	9508	David Griffith	Directors Fee 4/17/19 Bd. Mtg.	80.00	80.00
Gener...	05/03/2019			Director Fee Payroll #9 Bonkowski	80.00	160.00
Gener...	05/03/2019			Director Fee Payroll #9 Giomi	80.00	240.00
Gener...	05/03/2019			Director Fee Payroll #9 Gray	80.00	320.00
Gener...	05/03/2019			Director Fee Payroll #9 Schank	80.00	400.00

For internal &amp; discussion purposes only.

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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/10/19

## Transaction Detail by Account

Accrual Basis

May 2019

Type	Date	Num	Name	Memo	Amount	Balance
Gener...	05/03/2019			Director Fee Payroll #9 Stodieck	80.00	480.00
Gener...	05/03/2019			Director Fee Payroll #9 Thaler	80.00	560.00
Gener...	05/03/2019			Director Fee Payroll #9 Workman	80.00	640.00
Check	05/23/2019	9539	David Griffith	Directors Fee 5/1519 Bd Mtg.	80.00	720.00
Check	05/23/2019	9540	Donald Jardine	Directors Fee 5/1519 Bd Mtg.	80.00	800.00
Check	05/23/2019	9544	David Griffith	May Mileage Reimbursement	29.30	829.30
Total 7101-00 · Director's Fees - Other					829.30	829.30
Total 7101-00 · Director's Fees					837.42	837.42
<b>7102-00 · Insurance</b>						
Bill	05/15/2019		Warren Reed Insurance, Inc.	2019/20 POOL/PACT Renewal -Acct. #CARSO29	4,985.12	4,985.12
Total 7102-00 · Insurance					4,985.12	4,985.12
<b>7103-00 · Office Supplies</b>						
Deposit	05/07/2019		River Wranglers	April Copies	-164.16	-164.16
Check	05/08/2019	9520	Konica Minolta Business Solutions USA Inc	April Copies	120.45	-43.71
Check	05/23/2019	9537	Office Depot Business Credit	Office Supplies	170.37	126.66
Gener...	05/31/2019			May 2019 Copies	-229.93	-103.27
Total 7103-00 · Office Supplies					-103.27	-103.27
<b>7104-00 · Postage</b>						
Gener...	05/31/2019			Bd Pkg Mailing	58.80	58.80
Total 7104-00 · Postage					58.80	58.80
<b>7106-00 · Telephone/Internet</b>						
Bill	05/12/2019		Bank of America	Microsoft Online Services	5.00	5.00
Bill	05/13/2019		Bank of America	Microsoft Online Online Services	62.50	67.50
Check	05/16/2019	9531	Charter Communications	May Phone/Internet Svcs.	299.94	367.44
Total 7106-00 · Telephone/Internet					367.44	367.44
<b>7107-00 · Travel-transport/meals/lodging</b>						
<b>7107-01 · Car Allowance</b>						
Gener...	05/03/2019			Car Allowance Payroll #9 James	283.21	283.21
Gener...	05/17/2019			Car Allowance Payroll #10 James	283.21	566.42
Total 7107-01 · Car Allowance					566.42	566.42
<b>7107-00 · Travel-transport/meals/lodging - Other</b>						
Check	05/16/2019	9527	Trimmer Outpost	5-15-19 Board Meeting Meal (Field Trip)	440.00	440.00
Check	05/23/2019	9541	Donald Frensdorff	May Mileage Reimbursement	8.64	448.64
Check	05/23/2019	9542	Stacey Giomi	May Mileage Reimbursement	21.47	470.11
Check	05/23/2019	9543	Ken Gray	May Mileage Reimbursement	57.13	527.24
Check	05/23/2019	9545	Jack Jacobs	May Mileage Reimbursement	8.93	536.17
Check	05/23/2019	9546	Donald Jardine	May Mileage Reimbursement	30.59	566.76
Check	05/23/2019	9547	Barry Penzel	May Mileage Reimbursement	23.43	590.19
Check	05/23/2019	9548	Ernest Schank	May Mileage Reimbursement	90.40	680.59
Check	05/23/2019	9549	Fred Stodieck	May Mileage Reimbursement	9.19	689.78
Check	05/23/2019	9550	Steve Thaler	May Mileage Reimbursement	23.68	713.46
Check	05/23/2019	9551	Mike Workman	May Mileage Reimbursement	30.91	744.37
Gener...	05/31/2019			Budget Hearing meal	12.99	757.36
Total 7107-00 · Travel-transport/meals/lodging - Other					757.36	757.36
Total 7107-00 · Travel-transport/meals/lodging					1,323.78	1,323.78
<b>7108-00 · Dues &amp; Publications</b>						
Check	05/02/2019	9517	Division of Water Resources	Annual State Water Right Surveyor License	20.00	20.00
Check	05/09/2019	9523	Nevada Appeal	2019-20 Budget Public Hearing Notice Ad#0000419956	87.44	107.44
Check	05/13/2019	9524	Douglas County	Filing Fee - Notary Bond For Catrina Schambra	20.00	127.44
Check	05/14/2019	9525	Nevada Secretary of State	Notary application fee - C. Schambra	35.00	162.44
Check	05/23/2019	9536	CapSpecialty	Catherine Schambra Surety Bond	50.00	212.44
Total 7108-00 · Dues & Publications					212.44	212.44
<b>7118-00 · Mud Lake O &amp; M</b>						
Check	05/16/2019	9530	Water Master	10/1/18-9/30/19 Water Right Billing - Mud Lake	986.30	986.30
Total 7118-00 · Mud Lake O & M					986.30	986.30
<b>7120-00 · Integrated Watershed Programs</b>						
<b>7120-31 · NDEP-WS Program Exp. 2018</b>						
Gener...	05/31/2019			NDEP WS - May Copies	36.82	36.82
Total 7120-31 · NDEP-WS Program Exp. 2018					36.82	36.82
Total 7120-00 · Integrated Watershed Programs					36.82	36.82
<b>7332-00 · Carson River Work Days</b>						
<b>7332-04 · CR Work Days 2018-19</b>						
Check	05/08/2019	9519	River Wranglers	4/1/19-4/30/19	4,226.47	4,226.47
Total 7332-04 · CR Work Days 2018-19					4,226.47	4,226.47
Total 7332-00 · Carson River Work Days					4,226.47	4,226.47
<b>7406-00 · 208 Water Quality Mgmt. Plan</b>						
<b>7406-03 · LID Implementation 2018-19</b>						
Gener...	05/31/2019			208 Lid - May Copies	0.65	0.65



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## CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

## Transaction Detail by Account

Accrual Basis

May 2019

Type	Date	Num	Name	Memo	Amount	Balance
Total 7406-03 · LID Implementation 2018-19					0.65	0.65
Total 7406-00 · 208 Water Quality Mgmt. Plan					0.65	0.65
<b>7430-00 · NFWF - Weed Mgmt.</b>						
Gener...	05/31/2019			NFWF Weed Mgmt May Copies	65.00	65.00
Total 7430-00 · NFWF - Weed Mgmt.					65.00	65.00
<b>7432-00 · FEMA MAS #7</b>						
Gener...	05/31/2019			Postage/Hard drive FEMA MAS 7	9.90	9.90
Total 7432-00 · FEMA MAS #7					9.90	9.90
<b>7433-00 · NDEP-WS Lit.Impl.-Phase 3</b>						
Check	05/23/2019	9538	Resource Concepts, Inc.	Professional Service thru 4/30/2019	227.50	227.50
Gener...	05/31/2019			WS Lit 3 - May Copies	12.25	239.75
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3					239.75	239.75
<b>7434-00 · FEMA MAS #8</b>						
<b>7434-01 · Dayton ADMP(JE Fuller)</b>						
Check	05/08/2019	9521	JE Fuller Hydrology & Geomorphology, Inc.	DVADMP Project P2921.01 Professional Svcs. 4/1-4/30/19	10,728.50	10,728.50
Total 7434-01 · Dayton ADMP(JE Fuller)					10,728.50	10,728.50
<b>7434-02 · Update Floodplain Ord.(Loveberg)</b>						
Check	05/23/2019	9535	Robert Loveberg	Inv#P17111501-13 4/1-4/30/19; Floodplain Ordinance Language	884.75	884.75
Total 7434-02 · Update Floodplain Ord.(Loveberg)					884.75	884.75
<b>7434-03 · Public Outreach-FAW</b>						
Check	05/17/2019	9532	Dayton Area Chamber of Commerce	Flood Awareness Booth 6-1-19 Registration - Oodles of Noodles Festival	25.00	25.00
Total 7434-03 · Public Outreach-FAW					25.00	25.00
<b>7434-04 · School Outreach(River Wranglers)</b>						
Bill	05/25/2019	Invoi...	River Wranglers	FEMA MAS 8 Flood Awareness (4/1-4/30/19)	610.01	610.01
Bill	05/31/2019		River Wranglers	FEMA MAS 8 Flood Awareness (5/1-5/31/19)	1,197.91	1,807.92
Total 7434-04 · School Outreach(River Wranglers)					1,807.92	1,807.92
<b>7434-00 · FEMA MAS #8 - Other</b>						
Bill	05/08/2019		Bank of America	FEMA MAS 8 - Tent frame	393.52	393.52
Bill	05/29/2019		Bank of America	FEMA MAS 8 hard drive	69.99	463.51
Gener...	05/31/2019			FEMA MAS 8 May Copies	108.88	572.39
Total 7434-00 · FEMA MAS #8 - Other					572.39	572.39
Total 7434-00 · FEMA MAS #8					14,018.56	14,018.56
<b>7437-00 · FEMA MAS #9</b>						
<b>7437-01 · South Dayton Valley ADMP(JEF)</b>						
Check	05/08/2019	9522	JE Fuller Hydrology & Geomorphology, Inc.	SDADMP Project P3121.01 Professional Svcs. 4/1-4/30/19	12,828.90	12,828.90
Total 7437-01 · South Dayton Valley ADMP(JEF)					12,828.90	12,828.90
<b>7437-02 · North CC ADMP (MB)</b>						
Check	05/16/2019	9529	Michael Baker International, Inc.	Professional Svcs. thru April 28, 2019	15,156.00	15,156.00
Total 7437-02 · North CC ADMP (MB)					15,156.00	15,156.00
<b>7437-00 · FEMA MAS #9 - Other</b>						
Gener...	05/31/2019			FEMA MAS 9 - May Copies	6.33	6.33
Total 7437-00 · FEMA MAS #9 - Other					6.33	6.33
Total 7437-00 · FEMA MAS #9					27,991.23	27,991.23
<b>8014-00 · Trans. Out-Floodplain Mgmt. Fd.</b>						
Check	05/21/2019	9533	Precision Water Resources Engineering	Churchill County Flood Mapping	900.00	900.00
Total 8014-00 · Trans. Out-Floodplain Mgmt. Fd.					900.00	900.00
<b>TOTAL</b>						

# CWSD Petty Cash Transaction Record

## May 2019

Date	G/L No.	Description	Debits	Credits	Balance
		4/30/19 Petty Cash balance			\$100.00
5/8/19	7104-00	Carson City Post Office	\$58.80		\$41.20
	Postage	Board Package Mailing			
5/20/19	7107-00	Carson Donut	\$12.99		\$28.21
	Meals	Public Hearing Budget Meeting			
5/20/19	7432-00	Fed Ex	\$9.90		\$18.31
	FEMA MAS 7	Postage (external drive mailing)			
					\$18.31
6/5/19	1011-00	Replenish Petty Cash		\$81.69	\$100.00
	Petty Cash	Check #9559 \$81.69			

Date:

6/5/19

Prepared by:

C Schenker

Approved by:

Edwin Jamer

:cat

## **AGENDA ITEM #9**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #9 – For Possible Action: Extend the annual contract of Legal Services Agreement with Patrick O. King, Esq. of King & Russo, Ltd. as CWSD's legal counsel.

DISCUSSION: The Legal Services Agreement with Patrick King, Esq., is renewable annually. Mr. King will continue at a monthly retainer of \$2,000 plus costs and travel expenses, for routine legal services. Non-routine legal services, such as special projects and litigation, will be billed at \$250/hr., plus costs and expenses.

STAFF RECOMMENDATION: Extend the Legal Services Agreement with Patrick O. King, Esq. of King & Russo, Ltd. to be CWSD's legal counsel for Fiscal Year 2019-20.

## **AGENDA ITEM #10**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #10 – For Possible Action: Approval of draft Indirect Cost Rate Policy.

DISCUSSION: In February of this year CWSD Staff met with the auditor to discuss the various policies CWSD should have to be in compliance with the Single Audit. The auditor recommended several policies including a policy regarding indirect cost rate. This policy was brought forth to the Administrative Committee on June 5, 2019 (see attached draft meeting notes). After a lengthy discussion the committee recommended that the Board accept the attached is a draft policy.

STAFF AND COMMITTEES RECOMMENDATION: Staff and the Administrative Committee recommend approval of the Indirect Cost Rate Policy.

## **CARSON WATER SUBCONSERVANCY DISTRICT INDIRECT COST RATE POLICY**

June 19, 2019

### **Process and Policy Purpose:**

In accordance with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200), Carson Water Subconservancy District has established a process for calculating indirect costs. The purpose of this policy is to identifying costs and activities which would be included in the calculation of indirect cost rate.

### **Definitions:**

**Direct Costs** - Those costs that can be identified specifically with a particular sponsored project and which can be directly assigned to such activities, relatively easily, and with a high degree of accuracy. For example, all grant projects, funding obligation such as regional pipeline, studies, and project assistance.

**Indirect Costs** – Those costs that incurred for common or joint objectives, and which cannot be allocated readily and specifically to a particular sponsored project. Example are:

Director fees, conferences, rent, telephone/internet, insurance, postage (not associated with a program), office supplies, auditor, attorney, and dues/miscellaneous/training. Include in the indirect calculation is staff salary and benefits that are not associated with actives defined in Direct Costs.

### **Calculation and Certification of Indirect Costs:**

At the beginning of each calendar year the indirect costs will be calculated based on the prior audit report. CWSD will used the attached indirect costs sample to calculate the indirect rate for that given year. Each year staff will fill out the attached Certification of Indirect Costs.

**CARSON WATER SUBCONSERVANCY DISTRICT  
ADMINISTRATIVE COMMITTEE  
June 5, 2019, 9 a.m.**

**DRAFT Meeting Minutes**

**Committee Members Present:**

Carl Erquiaga, Churchill County  
Stacey Giomi, Carson City (via teleconference)  
Ken Gray, Lyon County  
David Griffith, Alpine, County  
Steve Thaler, Douglas County

**Staff Present:**

Ed James, General Manager  
Catrina Schambra, Administrative Assistant & Secretary to the Board

Committee Member Erquiaga called the meeting of the Administrative Committee to order at 9:08 a.m. in the Conference Room of Carson Water Subconservancy District, 777 East William Street, Suite 110A, Carson City, Nevada. Roll call was taken, and a quorum of the Administrative Committee was present.

**Item #3 – Discussion Only: Public Comment** - None

**Item #4 - For Possible Action: Approval of the Administrative Committee minutes from April 3, 2019**

*Committee Member Griffith made the motion to approve the minutes from the Administrative Committee meetings on April 3, 2019. The motion was seconded by Committee Member Thaler and approved 4-0-1 by the Administrative Committee. Committee Member Gray abstained.*

**Item #5 - For Possible Action: Review of the General Manager's FY 2018-19 Annual Review results.**

Mr. James explained the process for the new Board Members: he completes the Self-Assessment; he sends it to the Board Members; Catrina sends out and collects the evaluation form from the Board Members; the Administrative Committee meets with the General Manager and makes a recommendation to the full Board.

Mr. James agrees with the comments on his Review summary and he will work on improving his short comings. He discussed the one-on-one meetings he has had with Board members for his annual review process. Mr. James reported it was suggested that he regularly meet with Douglas County and Carson City staff.

He has been speaking with Silver Springs and Stagecoach (Lyon County) water purveyors. There is no ground water available, especially in Silver Springs. They have been overallocated for the past 20 years.

Mr. James reported that the inventory on river structures will start at the end of the summer. Committee Member Thaler asked if we are reaching out to the property owners on the river for information for the inventory. Mr. James says we are starting with the conservation districts.



Committee Member Gray wonders if (1) are all these projects are authorized and (2) will we be asking about this. The Army Corps of Engineers will be looking at permits and new ways to regulate river projects. Committee Member Thaler says this all needs to be discussed at a general Board meeting.

Committee Member Erquiaga redirected the conversation back to the General Manager review and there was general agreement that Mr. James does an outstanding job.

*Committee Member Griffith made the motion to recommend approval of the General Manager Annual Review as outstanding and approval of his merit increase accordingly. The motion was seconded by Committee Member Gray and approved unanimously by the Administrative Committee.*

**Item #6 - For Possible Action: Review the draft Indirect Cost Policy.**

Mr. James recommends we move our Indirect Cost policy forward so we are in compliance by June 30 as required, with the knowledge that we may need to revisit language soon. We are awaiting a clarification from the state, who is still working on this issue. Committee Member Griffith wonders is this need to be so complicated; it seems to him that there are indirect costs included too, such as payroll workers comp hours. Mr. James will research if workers comp should be included in the Indirect Policy or the Benefit Policy.

*Committee Member Griffith made the motion to recommend approval of the Indirect Policy to the full Board with possible modification regarding workers compensation concern, if needed. The motion was seconded by Committee Member Giomi and approved unanimously by the Administrative Committee.*

**Item # 7 - For Possible Action: Review the draft Fringe Benefit Cost Calculation Policy.**

After brief discussion, Mr. James recommended we also move forward on our Fringe Benefit Cost Calculation policy to be in compliance for our audit. We will be able to amend the policy at a later date if needed.

*Committee Member Thaler made the motion to recommend approval of the Fringe Benefit Cost Calculation Policy to the full Board with possible modification regarding workers compensation concern, if needed. The motion was seconded by Committee Member Gray and approved unanimously by the Administrative Committee.*

**Item #8 – Discussion Only: Public Comment** - None

The Administrative Committee meeting was adjourned at 9:36 am.

Respectfully submitted,

Catrina Schambra  
Secretary to the Board

## **AGENDA ITEM #11**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #11 – For Possible Action: Approve draft Fringe Benefit Cost Calculation Policy.

DISCUSSION: In February of this year CWSD Staff met with the auditor to discuss the various policies CWSD should have to be in compliance with the Single Audit. The auditor recommended several policies including a policy regarding fringe benefit cost rate. This policy was brought forth to the Administrative Committee on June 5, 2019 (see attached draft meeting notes in item # 10). After a lengthy discussion the committee recommended that the Board accept the attached is a draft policy.

STAFF AND COMMITTEES RECOMMENDATION: Approve the Fringe Benefit Cost Calculation Policy.

## **CARSON WATER SUBCONSERVANCY DISTRICT BENEFIT COST CALCULATION POLICY**

(June 19, 2019)

### **Process and Policy Purpose:**

In accordance with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200), Carson Water Subconservancy District has established a process for calculating benefit costs. The purpose of this policy is to identify costs which would be included in the calculation of benefit costs.

### **Definitions:**

Direct Benefit Costs – Those costs that can be identified with specific employee such as: health insurance, retirement, car allowance, worker's compensation and Medicare.

Indirect Benefit Costs – Those costs that included: holiday pay, sick leave, and vacation leave.

### **Calculation and Certification of Indirect Costs:**

At the beginning of each calendar year the benefit costs will be calculated based on the prior year audit report. CWSD will use the attached Sample Indirect Costs Calculation: Exhibit C, Method B. This percentage will be the same for all employees for that given calendar year.

**CARSON WATER SUBCONSERVANCY DISTRICT  
ADMINISTRATIVE COMMITTEE  
June 5, 2019, 9 a.m.**

**DRAFT Meeting Minutes**

**Committee Members Present:**

Carl Erquiaga, Churchill County  
Stacey Giomi, Carson City (via teleconference)  
Ken Gray, Lyon County  
David Griffith, Alpine, County  
Steve Thaler, Douglas County

**Staff Present:**

Ed James, General Manager  
Catrina Schambra, Administrative Assistant & Secretary to the Board

Committee Member Erquiaga called the meeting of the Administrative Committee to order at 9:08 a.m. in the Conference Room of Carson Water Subconservancy District, 777 East William Street, Suite 110A, Carson City, Nevada. Roll call was taken, and a quorum of the Administrative Committee was present.

**Item #3 – Discussion Only: Public Comment** - None

**Item #4 - For Possible Action: Approval of the Administrative Committee minutes from April 3, 2019**

*Committee Member Griffith made the motion to approve the minutes from the Administrative Committee meetings on April 3, 2019. The motion was seconded by Committee Member Thaler and approved 4-0-1 by the Administrative Committee. Committee Member Gray abstained.*

**Item #5 - For Possible Action: Review of the General Manager's FY 2018-19 Annual Review results.**

Mr. James explained the process for the new Board Members: he completes the Self-Assessment; he sends it to the Board Members; Catrina sends out and collects the evaluation form from the Board Members; the Administrative Committee meets with the General Manager and makes a recommendation to the full Board.

Mr. James agrees with the comments on his Review summary and he will work on improving his short comings. He discussed the one-on-one meetings he has had with Board members for his annual review process. Mr. James reported it was suggested that he regularly meet with Douglas County and Carson City staff.

He has been speaking with Silver Springs and Stagecoach (Lyon County) water purveyors. There is no ground water available, especially in Silver Springs. They have been overallocated for the past 20 years.

Mr. James reported that the inventory on river structures will start at the end of the summer. Committee Member Thaler asked if we are reaching out to the property owners on the river for information for the inventory. Mr. James says we are starting with the conservation districts.

Committee Member Gray wonders if (1) are all these projects are authorized and (2) will we be asking about this. The Army Corps of Engineers will be looking at permits and new ways to regulate river projects. Committee Member Thaler says this all needs to be discussed at a general Board meeting.

Committee Member Erquiaga redirected the conversation back to the General Manager review and there was general agreement that Mr. James does an outstanding job.

*Committee Member Griffith made the motion to recommend approval of the General Manager Annual Review as outstanding and approval of his merit increase accordingly. The motion was seconded by Committee Member Gray and approved unanimously by the Administrative Committee.*

**Item #6 - For Possible Action: Review the draft Indirect Cost Policy.**

Mr. James recommends we move our Indirect Cost policy forward so we are in compliance by June 30 as required, with the knowledge that we may need to revisit language soon. We are awaiting a clarification from the state, who is still working on this issue. Committee Member Griffith wonders is this need to be so complicated; it seems to him that there are indirect costs included too, such as payroll workers comp hours. Mr. James will research if workers comp should be included in the Indirect Policy or the Benefit Policy.

*Committee Member Griffith made the motion to recommend approval of the Indirect Policy to the full Board with possible modification regarding workers compensation concern, if needed. The motion was seconded by Committee Member Giomi and approved unanimously by the Administrative Committee.*

**Item # 7 - For Possible Action: Review the draft Fringe Benefit Cost Calculation Policy.**

After brief discussion, Mr. James recommended we also move forward on our Fringe Benefit Cost Calculation policy to be in compliance for our audit. We will be able to amend the policy at a later date if needed.

*Committee Member Thaler made the motion to recommend approval of the Fringe Benefit Cost Calculation Policy to the full Board with possible modification regarding workers compensation concern, if needed. The motion was seconded by Committee Member Gray and approved unanimously by the Administrative Committee.*

**Item #8 – Discussion Only: Public Comment** - None

The Administrative Committee meeting was adjourned at 9:36 am.

Respectfully submitted,

Catrina Schambra  
Secretary to the Board

## **Examples of Exhibits to Support Indirect Cost Rate Proposals**

**Exhibit A**  
**Example - Personnel Cost Worksheet**  
Fill in: Final or Provisional & Organization's Fiscal year

Position	Annual Salary (A)	FICA (B)	State UI (C)	Worker's Comp. (D)	Health Insurance (E)	Retirement (F)	Total Benefits	Total Personnel Costs
	a						b	(a+b)
Executive Director	\$ 60,000	\$ 4,311	\$ 240	\$ 600	\$ 2,400	\$ 4,800	\$ 12,351	\$ 72,351
Administrative Assistant	22,000	1,683	240	220	2,400	1,760	6,303	28,303
Controller	45,000	3,443	240	450	2,400	3,600	10,133	55,133
Accountant (3)	90,000	6,885	720	900	7,200	7,200	22,905	112,905
Program Planner (4)	120,000	9,180	960	1,200	9,600	9,600	30,540	150,540
Field Operations Director	35,000	2,678	240	350	2,400	2,800	8,468	43,468
Area Coordinator *	15,000	1,148	240	150	1,400	1,200	4,138	19,138
Program Specialist (2)	25,000	1,913	480	250	4,800	2,000	9,443	34,443
Personnel Director	40,000	3,060	240	400	2,400	3,200	9,300	49,300
Personnel Clerk (3)	60,000	4,590	720	600	7,200	4,800	17,910	77,910
MIS Director	45,000	3,443	240	450	2,400	3,600	10,133	55,133
Head Start Director	45,000	3,443	240	450	2,400	3,600	10,133	55,133
Data Entry Clerk *	12,000	918	240	120	1,200	960	3,438	15,438
All Other Positions **	700,000	53,550	12,000	7,000	120,000	56,000	248,550	948,550
<b>TOTAL</b>	<b>\$ 1,314,000</b>	<b>\$ 100,245</b>	<b>\$ 17,040</b>	<b>\$ 13,140</b>	<b>\$ 168,200</b>	<b>\$ 105,120</b>	<b>\$ 403,745</b>	<b>\$ 1,717,745</b>

(A) In this example, vacation, holiday, sick leave, and other paid absences were included in salaries and claimed on other grants, contracts, or agreements, as part of salary costs. Separate claims for these absences are not made. Refer to Exhibit C.

(B) FICA taxable wages were computed at 6.2% of \$55,500 per employee, and 1.45% based on \$130,200 per employee.

(C) State unemployment compensation taxable wages were computed on the 1st \$8,000 for 71 employees at 3% (\$8,000 x 71 x 3% = \$17,040)

(D) Worker's compensation was estimated at 1% of salaries (1% x \$1,314,000 = \$13,140).

(E) Health insurance was computed at \$200 per month per employee.

(F) Retirement was computed at 8% of an employee's annual salary.  
Example: Executive Director's annual salary: \$60,000 x 8% = \$4,800.

\* This represents employees who will work less than a twelve month period due to a grant/contract not being reviewed.

\*\* These positions have been consolidated for illustrative purposes only; all personnel positions that require charging time to more than one cost objective must be identified separately on this exhibit.

Note: Salaries and fringes included in this exhibit are for illustrative purposes only.



## Exhibit A-1

<u>Heading from Exhibit A</u>	<u>Explanation</u>
Position	All staff salaries.
Annual Salary	Actual or estimated salary amount for the year depending on type of proposal (final or provisional).
FICA	Actual or estimated amount for the year depending on type of proposal. (final or provisional). Should be computed in accordance with the applicable rates This is the organization's share.
State Unemployment Compensation	Actual or estimated amount for the year depending on type of proposal. (final or provisional). Should be computed in accordance with the applicable rates This is the organization's share.
Worker's Compensation	Actual or estimated amount for the year depending on type of proposal. (final or provisional). Cost should be obtainable from the insurance policy or agent.
Health Insurance	Actual or estimated amount for the year depending on type of proposal. (final or provisional). Cost should be obtainable from the insurance policy or agent.
Retirement	Actual or estimated amount for the year depending on type of proposal. (final or provisional). Cost should be based on the organization's retirement plan.

**Exhibit B**  
**Example - Allocation of Personnel Worksheet**  
Fill in: Final or Provisional & Organization's Fiscal year

Position	Annual Salary	Indirect Costs	Direct Costs (a+b)	Federal Programs			Non-Federal Programs		
				a			b		
				U.S. Dept. of Labor	U.S. Dept. of HHS	U.S. Dept. of Education	State Service Delivery Agency	Fundraising	Private Foundation Commercial
Executive Director	\$60,000	\$54,000	\$6,000					\$6,000	
Administrative Assistant	22,000	22,000							
Controller	45,000	45,000							
Accountant	90,000	90,000							
Program Planner (4)	120,000	12,000	108,000	\$72,000	\$12,000	\$18,000	\$6,000		
<i>% of Distribution</i>	<i>100%</i>	<i>10%</i>	<i>90%</i>	<i>60%</i>	<i>10%</i>	<i>15%</i>	<i>5%</i>		
Field Operations Director	35,000	5,250	29,750	8,750	5,250	8,750	5,250		\$1,750
<i>% of Distribution</i>	<i>100%</i>	<i>15%</i>	<i>85%</i>	<i>25%</i>	<i>15%</i>	<i>25%</i>	<i>15%</i>		
Area Coordinator *	15,000		15,000				15,000		
Program Specialist	25,000		25,000	20,000	5,000				
<i>% of Distribution</i>	<i>100%</i>		<i>100%</i>	<i>80%</i>	<i>20%</i>				
Personnel Director	40,000	40,000							
Personnel Clerk (3)	60,000	60,000							
MIS Director	45,000	45,000							
Head Start Director	45,000		45,000	9,000	36,000				
<i>% of Distribution</i>	<i>100%</i>		<i>100%</i>	<i>20%</i>	<i>80%</i>				
Data Entry Clerk *	12,000		12,000	9,000		3,000			
All Other Positions **	700,000		700,000	280,000	105,000	175,000	105,000		35,000
<b>TOTAL</b>	<b>\$1,314,000</b>	<b>\$373,250</b>	<b>\$940,750</b>	<b>\$398,750</b>	<b>\$163,250</b>	<b>\$204,750</b>	<b>\$131,250</b>	<b>\$6,000</b>	<b>\$36,750</b>

\* This represents an employee who will work less than a twelve month period.

\*\* These positions have been consolidated for illustrative purposes only. All personnel positions that require time to be charged to more than one cost objective must be identified separately in this worksheet.

Note: The salaries included in this exhibit are for illustrative purposes only.

## Exhibit C

### Example - Statement of Employee Benefits

Fill in: Final or Provisional & Organization's Fiscal year

	<u>Method A</u>	<u>Method B</u>
Annual Leave Earned		\$50,384
Sick Leave Taken		25,269
Holidays		<u>50,384</u>
Subtotal - Release Time		\$126,037 a
FICA	\$100,245	\$100,245
State Unemployment Compensation	17,040	17,040
Worker's Compensation Insurance	13,140	13,140
Medical Insurance	168,200	168,200
Pension	<u>105,120</u>	<u>105,120</u>
SubTotal	\$403,745	\$403,745 b
Total Employee Fringe Benefits	\$403,745	\$529,782 (a+b)
Allocation Base:		
Total Salaries	\$1,314,000	\$1,314,000
Less: Release Time		<u>126,037</u>
Chargeable Salaries		\$1,187,963
<u>Employee Fringe Benefit Rate</u>		
Fringe Benefits	\$403,745	\$529,782
Allocation Base	\$1,314,000	\$1,187,963
Fringe Rate	30.73%	44.60%

**NOTE:**

Method A - For estimating purposes on budgets, grantees/contractors include release time as personnel salary costs; i.e. total salary.

Method B - The fringe benefit pool includes time for vacation, holiday, and sick leave and is distributed through a fringe benefit rate.

The decision to use either method will depend on the grantee/contractor's accounting system and time distribution system.

# EXHIBIT D

## Example - Statement of Total Costs - All Funds - and Distribution of Indirect Costs to the Cost Centers using two Sample Methods of Allocation <sup>(6)</sup> (3 STEPS) Simplified Allocation Method

Fill in: Final or Provisional & Organization's Fiscal year

STEP 1 - Do Statement...					Federal Programs			Non-Federal
Budget Category	Total Costs	Less: Direct Exclusions and Indirect Unallowable Costs	Indirect Costs (3)	"Modified" Total Direct Costs (MTDCs)	Total Federal Programs	Dept. of Labor	Other Federal Programs	Total Non-Federal Programs
	A = B+C+D	B	C	D = E+F	E			F
Salaries	\$1,314,000		\$373,250	\$940,750	\$766,750	\$515,000	\$251,750	\$174,000
Fringe Benefits (30.73%)	403,746		114,686	289,060	235,596	158,242	77,354	53,464
Total Personnel Costs	1,717,746		487,936	1,229,810	1,002,346	673,242	329,104	227,464
Consultant Services	26,000		14,000	12,000	10,300	10,300		1,700
Staff Travel	94,000		20,000	74,000	67,300	43,600	23,700	6,700
Bad Debts	10,000	\$10,000 (1)						
Office Rent	170,000		170,000					
Consumable Supplies	161,000		11,000	150,000	22,500	15,000	7,500	127,500
Subcontracts	175,000	107,000 (2)		68,000	10,200	8,200	2,000	57,800
Purchase, Lease of Equipment	82,000	22,100 (2)	59,900					
Telephone	109,400		55,000	54,400	8,200	6,200	2,000	46,200
Entertainment	1,800	1,800 (1)						
Printing and Reproduction	48,000		11,000	37,000	5,500	3,500	2,000	31,500
Insurance and Bonding	42,000		42,000					
Postage and Delivery	34,000		5,100	28,900	4,300	2,300	2,000	24,600
Depreciation	28,800		8,800	20,000	3,000	2,000	1,000	17,000
Emergency Assistance	54,000	54,000 (2)						
Training Materials	82,000			82,000	12,300	10,000	2,300	69,700
Participant Support Costs	184,000	184,000 (2)						
Total Non-Personnel Costs	\$1,302,000	\$378,900	\$396,800	\$526,300	\$143,600	\$101,100	\$42,500	\$382,700
TOTAL	\$3,019,746 (4)	\$378,900	\$884,736	\$1,756,110	\$1,145,946	\$774,342	\$371,604	\$610,164

STEP 2 - Rate Calculation...			STEP 3 - Distribution to the Cost Centers						
Indirect Cost Rate Calculation*			Distribution of Indirect Costs (ICs) - (5)						
			a				b		Total a+b
Indirect Costs	\$884,736		Method A (6)	Allocation Base	1,002,346	673,242	329,104	227,464	1,229,810
Method A - Total Direct Salaries & Benefits	1,229,810			Times Indirect Rate	71.94%	71.94%	71.94%	71.94%	
Indirect Rate	71.94%			Equals Allocable Share of ICs	\$721,096	\$484,336	\$236,760	\$163,640	\$884,736
Indirect Costs	\$884,736		Method B (6)	Allocation Base	1,145,946	\$774,342	\$371,604	610,164	1,756,110
Method B - MTDCs	\$1,756,110			Times Indirect Rate	50.38%	50.38%	50.38%	50.38%	
Indirect Rate	50.38%			Equals Allocable Share of ICs	\$577,333	\$390,117	\$187,216	\$307,403	\$884,736
Difference between A & B (A-B)					\$143,764	\$94,219	\$49,545	(\$143,764)	

(1) and (2) - Refer to notes of Exhibit E for explanations.

(3) This column must be split to show multiple rate structures (G&A, onsite, offsite, if applicable).

(4) Must reconcile to the Financial Statements.

(5) Is the result of multiplying the indirect rate times the allocation base for each cost center.

(6) For example purposes only. Other allocation methods may be proposed as long as it provides and equitable and rational distribution of indirect costs. Contact DCD for more details.

Note: The costs included in this exhibit are for illustrative purposes only.

## **AGENDA ITEM #12**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #12 – For Possible Action: Approval of Interlocal Agreement #2019-2 Sierra NV Journeys – Family Watershed Nights

DISCUSSION: Attached is the Interlocal Agreement #2019-2 with Sierra NV Journeys – Family Watershed Nights. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Agreement #2019-2 Sierra NV Journeys – Family Watershed Nights

**AGREEMENT #2019-2**

**AGREEMENT**

**Addressing Funding from Carson Water Subconservancy District  
to Sierra Nevada Journeys  
to Conduct "Family Watershed Nights" for Carson River Watershed Communities  
and to develop Education Standards for CWSD Website**

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between SIERRA NEVADA JOURNEYS, a non-profit association (hereinafter "SNJ") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

**WITNESSETH:**

WHEREAS, SNJ is a 501(C)(3) non-profit organization; and

WHEREAS, SNJ has organized a program of four community-building and educational events called "Family Watershed Nights" for Carson River Watershed communities, and to develop Education Standards for CWSD Website which is described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, this Agreement 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 SNJ each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, SNJ has requested funding to conduct four "Family Watershed Nights" for Carson River Watershed communities and to develop Education Standards for CWSD Website during fiscal year 2019-20; and

WHEREAS, CWSD has agreed to help cover the costs of this program in an amount not to exceed \$4,477.00.

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. CONTRACT TERM:**

- a. CWSD shall reimburse SNJ for the costs to conduct four "Family Watershed Nights" for Carson River Watershed communities and to develop Education Standards for CWSD Website as described in Exhibit "A."
- b. The maximum amount of funds available under this agreement will not

exceed \$4,477.00.

- c. SNJ will submit Project Summary Reports prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- d. This Agreement shall terminate June 30, 2020, at which time SNJ shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Agreement. If all funds are expended earlier, this Agreement may be terminated sooner by written notice from the grantor, CWSD.

**2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. 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 the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the Project, SNJ shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

**3. SNJ shall provide CWSD insurance as follows:**

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, SNJ shall maintain commercial general liability (CGL) as follows:
  - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
  - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
  - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
  - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed



operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

- v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
  - vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
  - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
  - viii. SNJ waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.
- b. Business Automobile Liability Insurance:
- i. SNJ shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
  - ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
  - iii. SNJ waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by SNJ pursuant to this Contract.
- c. Workers Compensation Insurance
- i. SNJ will secure and maintain Workers Compensation during the period of the contract.

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

Sierra Nevada Journeys  
Attn.: Joan Grover  
Grants Manager  
190 E. Liberty St.  
Reno, NV 89501  
(775) 355-1688

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

**5. ENTIRE CONTRACT AND MODIFICATION:**

- a. This Agreement shall be by and between the parties hereto and shall not be assignable or transferable.
- b. 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, any remaining obligations shall be deemed terminated.
- c. 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.
- d. This Agreement, including Exhibit "A", 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 Agreement.

**6. PROPER AUTHORITY:**

- a. This Agreement 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.
- b. 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 cooperative action set forth herein.
- c. This Agreement 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.

/////

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/////

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

DATED: \_\_\_\_\_

SIERRA NEVADA JOURNEYS

\_\_\_\_\_  
Eaton Dunkelberger, CEO

ATTEST:

\_\_\_\_\_  
Gail Aldrich, Secretary

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**EXHIBIT "A"**

**Sierra Nevada Journeys  
"Family Watershed Nights"  
for Carson River Watershed Communities**

Sierra Nevada Journeys (SNJ) will conduct four community-building and educational events called "Family Watershed Nights." Family Watershed Nights invite K-6 students, their parents, and siblings to attend a fun, family-friendly evening which provides watershed education at the family level and reinforces STEM concepts learned in the classroom. SNJ will also develop education standards for teachers to use CWSD website and watershed map for class assignments.

## **AGENDA ITEM #13**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #13 – For Possible Action: Approval of Interlocal Agreement #2019-3 River Wranglers – Carson Water Workdays

DISCUSSION: Attached is the Interlocal Agreement #2019-3 with River Wranglers for Carson River Workdays. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Agreement #2019-3 River Wranglers – Carson Water Workdays

AGREEMENT #2019-3

**AGREEMENT**

**Addressing Funding from Carson Water Subconservancy  
to River Wranglers  
to Assist with Carson River Workdays and  
Carson River Vegetation Management**

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between RIVER WRANGLERS, a non-profit association (hereinafter "RW") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

**WITNESSETH:**

WHEREAS, RW is a 501(C)(3) non-profit organization; and

WHEREAS, RW has organized a program for the Carson River Workday Projects and Carson River Channel and Vegetation Maintenance, in which members of the respective communities within the district participate in river conservation and maintenance; and

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

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

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

WHEREAS, RW has requested funding to perform work during fiscal year 2019-20 on the Carson River Workday Projects and Carson River Vegetation Management; and

WHEREAS, CWSD has agreed to set aside \$26,000.00 for the fiscal year beginning July 1, 2019, and to grant RW 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 follows:

**1. CONTRACT TERM:**

- a CWSD hereby grants RW up to \$26,000.00 to assist with the costs to conduct Carson River Water Days and Carson River Vegetation, as described in Exhibit "A."
- b RW will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to RW within four (4) weeks of said request.
- d RW will submit Project Summary Reports, including project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$26,000.00.
- f This Contract shall terminate June 30, 2020, at which time RW shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse RW for all costs that occurred under this Agreement up to the date the Agreement is terminated.

## **2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. 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 its own legal counsel.



- c. Prior to commencing the activities that constitute the Project, RW shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- 3.** RW shall provide CWSD insurance as follows:
- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, RW shall maintain commercial general liability (CGL) as follows:
    - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
    - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
    - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
    - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
    - v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
    - vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
    - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
    - viii. RW waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive

subrogation against CWSD with respect to any loss paid under the policy.

b. Business Automobile Liability Insurance:

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

c. Workers Compensation Insurance

- i. RW will secure and maintain Workers Compensation during the period of the contract.

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

RW  
Attn.: Darcy Phillips  
Executive Director  
P.O. Box 1612  
Dayton, NV 89403  
(775) 856-9268

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

**5. ENTIRE CONTRACT AND MODIFICATION:**

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.

**6. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the RW can submit expenses that have been incurred from July 1, 2019, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

RIVER WRANGLERS

\_\_\_\_\_  
Eric Johnson, Chairperson

ATTEST:

\_\_\_\_\_  
Linda Conlin, Secretary

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**Exhibit "A"**

**River Wranglers  
Conserve Carson River Work Days & Vegetation Management**

River Wranglers plans to continue Conserve Carson River Work Days and Vegetation Management Projects in the Carson River Watershed. As part of the grant goals, River Wranglers will attempt to allocate approximately \$6,000 per county. The \$6,000 will be used to help fund the Conserve Carson River Workdays and Vegetation Management Projects. The Conserve Carson River Workdays provides students hands-on experience doing projects on the river. The Vegetation Management Projects provide the various conservation districts opportunities to utilize local labor crews and conservation crews to cut and plant willows for workdays and restoration, rodent control, and reduce potential flood hazards in the river and tributaries. The funding also assists the conservation districts with outreach and education.

## **AGENDA ITEM #14**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #14 – For Possible Action: Approval of Interlocal Contract #2019-4 CVCD - Genoa Bank Stabilization

DISCUSSION: Attached is the Interlocal Contract #2019-4 with the Carson Valley Conservation District for stream bank stabilization project. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019-4 with CVCD - Genoa Bank Stabilization

**CONTRACT #2019-4**

**INTERLOCAL CONTRACT**

**Addressing Funding from Carson Water Subconservancy District to the  
Carson Valley Conservation District  
for Genoa Bank Stabilization Project**

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between CARSON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

**WITNESSETH:**

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

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

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

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

WHEREAS, DISTRICT has requested \$87,000.00 funding during fiscal year 2019-20 for their Genoa Bank Stabilization Project, and

WHEREAS, CWSD has agreed to set aside \$87,000.00 for the fiscal year beginning July 1, 2019, and to grant DISTRICT said amount in order to assist with the Genoa Bank Stabilization Project.

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

**1. CONTRACT TERM:**

- a CWSD hereby grants to DISTRICT \$87,000.00 to assist with their Genoa Bank Stabilization Project, which is further identified and described in Exhibit "A"; and

- b DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$87,000.00.
- f This Contract shall terminate June 30, 2020, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

**2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. The parties will not waive but rather 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.
- b. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall



not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor will add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

DISTRICT  
Attn: Richard Wilkinson  
Grant Manager  
1702 County Rd., Ste. A  
Minden, NV 89423  
(775) 782-3661 x-3830

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

**4. ENTIRE CONTRACT AND MODIFICATION:**

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

**5. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2019, forward.

- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

CARSON VALLEY  
CONSERVATION DISTRICT

\_\_\_\_\_  
James Settlemeyer, Chairman

ATTEST:

\_\_\_\_\_  
J.B. Lekumberry, Secretary

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**EXHIBIT “A”****Carson Valley Conservation District  
for Genoa Bank Stabilization Project**

The Carson Valley Conservation District will try to restore vertical cut banks that are approximately  $\frac{3}{4}$  of a mile long and 12 to 15 feet high. This unstable section of the river has migrated into agricultural fields causing impacts to local producers. The overall goal of this project would be to use a combination of traditional rip-rap and bioengineering techniques to stabilize the soil, improve water quality, and re-establish desirable vegetation for wildlife. The district considers this project a high priority since this area was severely impacted by recent flooding events in 2017. The District would like to partner with CWSD, CTWCD, NDOW, USFWS, Douglas County and NDEP to complete this river restoration project by the spring of 2020.

## Exhibit "B"

Project Summary Form				
Project name				
Type of Project				
Map ID#	<i>Per Stewardship Plan Maps if previously mapped</i>			
Date Started				
Date Completed				
Location Details/Address				
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	<i>(What will the project achieve? Was the objective achieved?)</i>			
Area restored/stabilized	<i>Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)</i>			
Estimated Load Reduction	<i>Only if applicable</i>			
Total Project Cost	\$			
Project Partners	<i>List all partners</i>			

Tracking Updates and Milestones	
Date	Activity
<i>Add data and expand table/insert rows as required</i>	<i>Add data and expand table/insert rows as required</i>

## Project Photos:

Before construction:After construction:

**Title:** *Example Photos (replace with specific project)*



**EXHIBIT "C"**

**Liability Insurance**

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

insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

f. Business Automobile Liability Insurance:

- i. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. Contractor waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

g. Professional Liability Insurance

- i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability

Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

## **AGENDA ITEM #15**



**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #15 – For Possible Action: Approval of Interlocal Contract #2019-5 CVCD – Bioengineering – Maintain & Debris Removal Project

DISCUSSION: Attached is the Interlocal Contract #2019-5 with the Carson Valley Conservation District for Bioengineering – Maintain & Debris Removal Project. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019-5 with CVCD - Bioengineering – Maintain & Debris Removal Project.

**CONTRACT #2019-5**

**INTERLOCAL CONTRACT**

**Addressing Funding from Carson Water Subconservancy District to the  
Carson Valley Conservation District  
for Carson River Bioengineering, Maintenance, and Debris Removal**

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between CARSON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

**WITNESSETH:**

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

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

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

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

WHEREAS, DISTRICT has requested \$60,000.00 funding for the period of fiscal year 2019-20 for Carson River Bioengineering, Maintenance, and Debris Removal, as identified and described in Exhibit "A."

WHEREAS, CWSD has agreed to set aside \$60,000.00 for the fiscal year beginning July 1, 2019, and to grant DISTRICT said amount in order to assist with the Carson River Bioengineering, Maintenance, and Debris Removal.

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

**1. CONTRACT TERM:**

- a CWSD hereby grants to DISTRICT additional \$60,000.00 to assist with bioengineering, maintenance, and debris removal which is further identified and described in Exhibit "A"; and

- b DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$60,000.00.
- f This Contract shall terminate June 30, 2020, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

**2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. The parties will not waive but rather 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.
- b. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor will add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
  - e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- 3. NOTICE:** For invoicing and notice purposes, the address of each party is as follows:
- |                         |                          |
|-------------------------|--------------------------|
| DISTRICT                | CWSD                     |
| Attn: Mike Hayes        | Attn.: Edwin James       |
| Coordinator             | General Manager          |
| 1702 County Rd., Ste. A | 777 E. William St., #110 |
| Minden, NV 89423        | Carson City, NV 89706    |
| (775) 782-3661 x-3820   | (775) 887-7456           |
- 4. ENTIRE CONTRACT AND MODIFICATION:**
- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
  - b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
  - c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
  - d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- 5. PROPER AUTHORITY:**
- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2019, forward.
  - b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.

- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

CARSON VALLEY  
CONSERVATION DISTRICT

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
James Settlemeyer, Chairperson

ATTEST:

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
J.B. Lekumberry, Secretary

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**EXHIBIT “A”****Carson Valley Conservation District  
for Carson River Bioengineering, Maintenance, and Debris Removal**

The Carson Valley Conservation District will try to stabilize vertical cut banks as needed along the Carson River from the Power Dam to the Cradlebaugh Bridge to include the East and West Forks and Sloughs (surface water conveyance system). These cut banks have migrated faster than usual because of the two flooding incidents that we experienced since 2017.

The goal would be to use bioengineering techniques to stabilize the soil, improve water quality and re-establish desirable vegetation to improve river function within the project reach. The project will help trap sediment and provide for natural recruitment of vegetation along the riverbank. The willow plantings will help hold the soil and provide a head start on the re-establishment of vegetation of the riverbank. The removal of large woody debris will allow for improved conveyance of river flows and reduce the negative impacts to infrastructure downstream. The District would like to continue our work on channel maintenance and woody debris removal throughout the Carson River. The District would like to partner with CWSD, CTWCD, NDWR, and Douglas County to complete this river work in the summer of 2020.

## Exhibit "B"

Project Summary Form				
Project name				
Type of Project				
Map ID#	<i>Per Stewardship Plan Maps if previously mapped</i>			
Date Started				
Date Completed				
Location Details/Address				
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	<i>(What will the project achieve? Was the objective achieved?)</i>			
Area restored/stabilized	<i>Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)</i>			
Estimated Load Reduction	<i>Only if applicable</i>			
Total Project Cost	\$			
Project Partners	<i>List all partners</i>			

Tracking Updates and Milestones	
Date	Activity
<i>Add data and expand table/insert rows as required</i>	<i>Add data and expand table/insert rows as required</i>

## Project Photos:

Before construction:After construction:

Title: *Example Photos (replace with specific project)*



**EXHIBIT "C"**

## Liability Insurance

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



stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

a. Business Automobile Liability Insurance:

- i. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. Contractor waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

b. Professional Liability Insurance

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

- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

## **AGENDA ITEM #16**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #16 – For Possible Action: Approval of Interlocal Contract #2019-6 LCD – Channel Clearing Project

DISCUSSION: Attached is the Interlocal Contract #2019-6 with Lahontan Conservation District for Channel Clearing Project. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019-6 LCD – Channel Clearing Project.

**CONTRACT #2019-6**

**INTERLOCAL CONTRACT**

**Addressing Funding from Subconservancy District  
to Lahontan Conservation District for Carson River Channel Clearing and  
Snagging Along the Carson River in Churchill County**

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between LAHONTAN 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 funding to perform work during fiscal year 2019-20 on Channel Clearing and Snagging Projects along the Carson River in Churchill County; and

WHEREAS, CWSD has agreed to set aside \$25,000.00 for the fiscal year beginning July 1, 2019, and to grant DISTRICT said amount in order to assist with the clearing and snagging projects.

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. CONTRACT TERM:**

- a. CWSD hereby grants to DISTRICT up to \$25,000.00 for the costs to conduct channel clearing and snagging projects along the Carson River in Churchill County.

- b. 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.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$25,000.00.
- f. This Contract shall terminate June 30, 2020, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- a. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

**2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. The parties will not waive but rather 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.
- b. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall

not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor will add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

LCD  
Attn.: Christy Sullivan  
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 89706  
(775) 887-7456

**4. ENTIRE CONTRACT AND MODIFICATION:**

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

**5. PROPER AUTHORITY:**

- a. Notwithstanding this Contract is initially executed by the Coordinator 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.

- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

LAHONTAN  
CONSERVATION DISTRICT

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Bill Washburn, Chairman

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Morena Heser  
Secretary/Treasurer

\_\_\_\_\_  
Catrina Schambra  
Secretary to the Board



**Exhibit “A”**

**Lahontan Conservation District for Channel Clearing and Snagging  
Along the Carson River in Churchill County**

Create a river channel that is clear of abstraction and provides a free flow at natural choke points. Bridges has historically been clogged by debris during high water flooding events. Obstructions in these locations causes back up and overflow that moves into residential housing areas in both the county and City of Fallon. Locations where sediment caused islands changes the flow, eroded banks or blocked flows under bridge works. Removal of sediment will provide for structures to operate within their design parameters.

This project will prevent and minimize property loss and other damage during flood conditions. Further maintaining a clear channel will enable the citizens to utilize the river for recreation. Creating a distinct path within the river channel will assist all recreational users. Maintaining an adequate velocity of the river flow prevents stagnant pools from developing where mosquitoes can propagate and create health issues for residents along the course of the Carson River.

## Exhibit "B"

Project Summary Form				
Project name				
Type of Project				
Map ID#	<i>Per Stewardship Plan Maps if previously mapped</i>			
Date Started				
Date Completed				
Location Details/Address				
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	<i>(What will the project achieve? Was the objective achieved?)</i>			
Area restored/stabilized	<i>Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)</i>			
Estimated Load Reduction	<i>Only if applicable</i>			
Total Project Cost	\$			
Project Partners	<i>List all partners</i>			

Tracking Updates and Milestones	
Date	Activity
<i>Add data and expand table/insert rows as required</i>	<i>Add data and expand table/insert rows as required</i>

## Project Photos:

Before construction:After construction:

**Title:** *Example Photos (replace with specific project)*



**EXHIBIT “C”**

**Liability Insurance**

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

- ix. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

a. Business Automobile Liability Insurance:

- i. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. Contractor waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

b. Professional Liability Insurance

- i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and

omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

## **AGENDA ITEM #17**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #17 – For Possible Action: Approval of Interlocal Agreement #2019-7 AWG – Carson River Upper Watershed Programs

DISCUSSION: Attached is the of Interlocal Agreement #2019-7 Alpine Watershed Group for Carson River Upper Watershed Programs. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Agreement #2019-7 AWG – Carson River Upper Watershed Programs

AGREEMENT #2019-7

**AGREEMENT**

**Addressing Funding from Carson Water Subconservancy  
to Alpine Watershed Group  
to Assist with Upper Carson River Watershed Programs**

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between ALPINE WATERSHED GROUP, a non-profit association (hereinafter "AWG") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

**WITNESSETH:**

WHEREAS, AWG is a 501(C)(3) non-profit organization; and

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

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

WHEREAS, AWG desires to conduct several projects in the Upper Carson River watershed; and

WHEREAS, AWG has requested funding to during fiscal year 2019-20 for Upper Carson River Watershed Programs; and

WHEREAS, CWSD has agreed to set aside \$25,000.00 for the fiscal year beginning July 1, 2019, and to grant AWG 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 follows:

**1. CONTRACT TERM:**

- a CWSD hereby grants AWG up to \$25,000.00 to assist with the costs to conduct Upper Carson River Watershed Programs, as described in Exhibit "A."
- b AWG will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to AWG within four (4) weeks of said request.



- d AWG will submit Project Summary Reports, including project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$25,000.00.
- f This Contract shall terminate June 30, 2020, at which time AWG shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse AWG for all costs that occurred under this Agreement up to the date the Agreement is terminated.

**2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. 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 its own legal counsel.
- c. Prior to commencing the activities that constitute the Project, AWG shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

- i. AWG shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
    - ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
    - iii. AWG waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by AWG pursuant this Contract.
  - c. Workers Compensation Insurance
    - i. AWG will secure and maintain Workers Compensation during the period of the contract.
- 4. NOTICE:** For invoicing and notice purposes, the address of each party is as follows:

AWG  
Attn.: Kimra McAfee  
Executive Director  
P.O. Box 296  
Markleeville, CA 96120  
(530) 694-2327

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

**5. ENTIRE CONTRACT AND MODIFICATION:**

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

**6. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the AWG can submit expenses that have been incurred from July 1, 2019, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ALPINE WATERSHED GROUP

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Kimra McAfee, Executive Director

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Zach Wood, Secretary

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**Exhibit "A"**

**Alpine Watershed Group  
Upper Carson River Watershed Programs**

The Alpine Watershed Group (AWG) is seeking funds for the fiscal year 2019-20 from CWSD for the coordination of its Upper Carson River Watershed Programs. AWG's mission is to preserve and enhance the natural system functions of Alpine County's watersheds for future generations. For over fifteen years, AWG has organized volunteers and inspired community participation to address water quality monitoring and restoration needs in Alpine County. To further the stewardship of our county's natural resources, our organization has developed diverse partnerships around watershed issues.

Through this project, AWG will 1) involve local citizens in watershed stewardship; 2) plan and implement watershed monitoring and restoration activities; 3) recruit diverse stakeholders and strengthen community partnerships; and 4) support local watershed education and community outreach.

## **AGENDA ITEM #18**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: For Possible Action: Agenda Item #18 Interlocal Contract #2019-8 ChCo –  
Dixie Valley Water Level Measuring

DISCUSSION: Attached is the of Interlocal Contract #2019-8 with Churchill County for  
Dixie Valley Water Level Measuring. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019- Churchill County  
Dixie Valley Water Level Measuring

CONTRACT 2019-8

**INTERLOCAL CONTRACT**

Addressing Funding from Carson Water Subconservancy District  
to Churchill County to Assist in the Dixie Valley Water Level Measurement  
and Precipitation Gage Monitoring Program

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between Churchill County, a political subdivision of the State of Nevada (hereinafter "CHURCHILL COUNTY") 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 a public body corporate and politic, organized in accordance with the provisions of Chapter 548 of the Nevada Revised Statutes (NRS); and

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

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

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

WHEREAS CWSD has agreed to set aside a total amount of \$65,000.00 over a three-year period: \$21,000.00 for the fiscal year 2019-20, \$21,000.00 for the fiscal year 2020-21, and \$23,000.00 for the fiscal year 2021-22 to assist with the Dixie Valley Water Level Measurement and Precipitation Gage Monitoring Program.

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

**1. CONTRACT TERM:**

- a CWSD hereby grants to CHURCHILL COUNTY up to \$65,000.00 over a three-year period: \$21,000.00 for the fiscal year 2019-20, \$21,000.00 for the fiscal year 2020-21, and \$23,000.00 for the fiscal year 2021-22 for the costs to assist in the Dixie Valley Water Level Measurement and Precipitation Gage Monitoring Program, as described in Exhibit "A," and
- b CHURCHILL COUNTY will submit a request for approximately \$21,000.00 for the fiscal year 2019-20, \$21,000.00 for the fiscal year 2020-21, and



\$23,000.00 for the fiscal year 2021-22 for reimbursement of CHURCHILL COUNTY expenditures toward the Dixie Valley Water Level Measurement and Precipitation Gage Monitoring Program. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.

- c CWSD commits to pay the approved amount of the request to CHURCHILL COUNTY within four (4) weeks of said request.
- d CHURCHILL COUNTY will submit Project Summary Reports **(See Exhibit "B")**, including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$65,000.00 over a three-year period: \$21,000.00 for the fiscal year 2019-20, \$21,000.00 for the fiscal year 2020-21, and \$23,000.00 for the fiscal year 2021-22.
- f This Contract shall terminate June 30, 2022, at which time CHURCHILL COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse CHURCHILL COUNTY for all costs that occurred under this Agreement up to the date the Agreement is terminated.

## **2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. The parties will not waive but rather 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.
- b. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim within thirty (30) days by the indemnified

party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

- d. Prior to commencing the activities that constitute the Project, CHURCHILL COUNTY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

CHURCHILL COUNTY  
Attn.: Jim Barbee  
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

**4. ENTIRE CONTRACT AND MODIFICATION:**

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

**5. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, CHURCHILL COUNTY can submit expenses that have been incurred from July 1, 2019, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.

- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

CHURCHILL COUNTY

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Pete Olsen, Chairman

ATTEST:

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Pamela D. Moore, Deputy Clerk  
Board

\_\_\_\_\_  
Catrina Schambra, Secretary to the

**EXHIBIT “A”****Churchill County  
Dixie Valley Water Level Measurement and Precipitation Gage Monitoring  
Program**

The project will assist water users, managers, hydrologists and the general public in understanding climate, water issues and the status of their aquifers. It will help identify potential areas where discharge exceeds recharge and aquifer storage change. The project has regional benefits to the Carson Water Watershed in that it is supporting data collection efforts for an importation project, which if constructed, would lessen the demand on the over allocated and contested waters of the Truckee and Carson River watersheds. There also exists the possibility of resource trading in the Carson watershed if the importation project is implemented, however this would require additional consideration of the feasibility and investigation of possible legal/physical constraints that would need to be overcome.

The project also has a larger regional benefit for the west-central portion of Nevada in helping define high altitude precipitation distributions with site specific data where virtually none exists now, and reliance is currently on models such as PRISM.

## Exhibit "B"

Project Summary Form				
Project name				
Type of Project				
Map ID#	Per Stewardship Plan Maps if previously mapped			
Date Started				
Date Completed				
Location Details/Address				
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	(What will the project achieve? Was the objective achieved?)			
Area restored/stabilized	Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)			
Estimated Load Reduction	Only if applicable			
Total Project Cost	\$			
Project Partners	List all partners			

Tracking Updates and Milestones	
Date	Activity
Add data and expand table/insert rows as required	Add data and expand table/insert rows as required

## Project Photos:

Before construction:After construction:

Title: Example Photos (replace with specific project)



## **AGENDA ITEM #19**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: For Possible Action: Agenda Item #19: Interlocal Contract #2019-10  
Carson City – Reuse Master Plan in amount not to exceed \$ 50,000

DISCUSSION: Attached is the of Interlocal Contract #2019-10 with Carson City for the  
Reuse Master Plan. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019- 10 Carson City –  
Reuse Master Plan in amount not to exceed \$ 50,000

CONTRACT 2019-10

**INTERLOCAL CONTRACT**

Addressing Funding from Carson Water Subconservancy District for  
Carson City Reuse Master Plan

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between Carson City, a political subdivision of the State of Nevada (hereinafter "CARSON CITY") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WHEREAS, CARSON CITY 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 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 CARSON CITY each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, CARSON CITY has requested \$50,000.00 funding for fiscal year 2019-20 for Carson City Reuse Master Plan, and

WHEREAS, CWSD has agreed to set aside \$50,000.00 for the fiscal year beginning July 1, 2019, and to grant CARSON CITY said amount in order to assist with the Carson City Reuse Master Plan.

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

**1. CONTRACT SCOPE AND TERM:**

- a. CWSD hereby grants to CARSON CITY \$50,000.00 to assist with Carson City Reuse Master Plan which is further identified and described in Exhibit "A"; and
- b. CARSON CITY will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to CARSON CITY within four (4) weeks of said request.



- d. CARSON CITY will submit Project Summary Reports **(See Exhibit "B")**, including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$50,000.00.
- f. This Contract shall terminate June 30, 2020 at which time CARSON CITY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse CARSON CITY for all costs that occurred under this Agreement up to the date the Agreement is terminated.

**2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. 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 the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the Carson City Reuse Master Plan, CARSON CITY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- d. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this Agreement does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. The Parties agree that, in the event one Party is awarded attorney's fees against the other for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The

liability of CWSD be shall be limited to the \$50,000 appropriated by CWSD for purposes of this Agreement.

**3. CARSON CITY shall provide CWSD insurance as follows:**

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

commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. CARSON CITY waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by CARSON CITY pursuant this Contract.

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

CARSON CITY  
Attn.: Darren Schulz  
Public Works Director  
3505 Butti Way  
Carson City, NV 89701  
(775)283-7391

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

5. **MISCELLANEOUS:**

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey

ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.

- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this Agreement, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This Agreement does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- j. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

**6. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the CARSON CITY can submit expenses that have been incurred from July 1, 2019, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative

action set forth herein.

- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

CARSON CITY

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Robert Crowell, Mayor

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Aubrey Rowlett, Clerk-Recorder

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

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**EXHIBIT “A”**

Project to update Reuse Master Plan to understand the current and long-term issues related to reclaimed water reuse as Carson City continues to grow. Carson City last prepared a Reuse Master Plan Update in 2006.

This update will reexamine the water balance on current parameters and 20-year growth projections. Potential reuse sites and disposal methods including regional opportunities will be identified and analyzed for planning level costs. Data from recent sewer and water master planning efforts will be incorporated.

## Exhibit “B”

Project Summary Form				
Project name				
Type of Project				
Map ID#	Per Stewardship Plan Maps if previously mapped			
Date Started				
Date Completed				
Location Details/Address				
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	(What will the project achieve? Was the objective achieved?)			
Area restored/stabilized	Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)			
Estimated Load Reduction	Only if applicable			
Total Project Cost	\$			
Project Partners	List all partners			

Tracking Updates and Milestones	
Date	Activity
Add data and expand table/insert rows as required	Add data and expand table/insert rows as required

### Project Photos:

#### Before construction:

#### After construction:

**Title:** Example Photos (replace with specific project)



## **AGENDA ITEM #20**



**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: For Possible Action: Agenda Item #20: Interlocal Contract #2019-11  
Carson City – Mexican Dam Portage Construction in the amount not to exceed \$25,000.

DISCUSSION: Attached is the of Interlocal Contract #2019-11 with Carson City for the Mexican Dam Portage project. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019-11 Carson City – Mexican Dam Portage Construction in the amount not to exceed \$25,000.

CONTRACT 2019-11

**INTERLOCAL CONTRACT**

Addressing Funding from Carson Water Subconservancy District to  
Carson City for Mexican Dam Ditch Intake Structure Improvement  
(Mexican Ditch Bridge)

THIS CONTRACT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between Carson City, a political subdivision of the State of Nevada (hereinafter "CARSON CITY") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

**WITNESSETH:**

WHEREAS, CARSON CITY 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 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 CARSON CITY each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, CARSON CITY has requested \$25,000.00 funding for fiscal year 2019-20 for Carson City Mexican Dam Ditch Intake Structure Improvement (Mexican Ditch Bridge), and

WHEREAS, CWSD has agreed to set aside \$25,000.00 for the fiscal year beginning July 1, 2019, and to grant CARSON CITY said amount in order to assist with the Carson City Mexican Dam Ditch Intake Structure Improvement (Mexican Ditch Bridge).

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

**1. CONTRACT SCOPE AND TERM:**

- a CWSD hereby grants to CARSON CITY \$25,000.00 to assist with Carson City Mexican Dam Ditch Intake Structure Improvement (Mexican Ditch Bridge) which is further identified and described in Exhibit "A"; and
- b CARSON CITY will submit requests for funding periodically. The request

for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.

- c CWSD commits to pay the approved amount of the request to CARSON CITY within four (4) weeks of said request.
- d CARSON CITY will submit Project Summary Reports (See Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$25,000.00
- f This Contract shall terminate June 30, 2020 at which time CARSON CITY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse CARSON CITY for all costs that occurred under this Agreement up to the date the Agreement is terminated.

## **2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. 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 the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the Carson City Mexican Dam Ditch Intake Structure Improvement Project, CARSON CITY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

- d. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this Agreement does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. The Parties agree that, in the event one Party is awarded attorney's fees against the other for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The liability of CWSD shall be limited to the \$25,000 appropriated by CWSD for purposes of this Agreement.

**3. CARSON CITY shall provide CWSD insurance as follows:**

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Carson City Mexican Dam Ditch Intake Structure Improvement Project that is the subject of this Contract, CARSON CITY shall maintain commercial general liability (CGL) as follows:
  - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
  - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
  - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
  - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
  - v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
  - vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
  - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

- viii. CARSON CITY waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.

e. Business Automobile Liability Insurance:

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

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

CARSON CITY  
Attn.: Gregg Berggren  
Trails Coordinator  
3303 Butti Way, Building 9  
Carson City, NV 89701  
(775)283-7219

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

5. **MISCELLANEOUS:**

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this Contract is declared to be unlawful, any remaining obligations shall be

deemed terminated.

- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this Agreement, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This Agreement does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- j. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

- k. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

**6. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, CARSON CITY can submit expenses that have been incurred from July 1, 2019, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

CARSON CITY

\_\_\_\_\_  
Robert Crowell, Mayor

ATTEST:

\_\_\_\_\_  
Aubrey Rowlett, Clerk-Recorder

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**EXHIBIT “A”**

Project to make structural improvements to the Mexican Ditch intake that would construct a 7-½ foot wide bridge to permit safe potage of small watercraft around the Mexican Dam as well as being equestrian, bicycle and pedestrian friendly. This would eliminate the current public safety issues and allow for the Carson River Aquatic Trail to extend into the Carson Valley. Asking for \$25,000. Bridge would provide safe passage for people to get around dam without going on private property. Project is shovel ready and the plan is to be done by December 2019. Presentation included four letters of support for this project: Douglas County Community Services, Carson Valley Trails Association, Muscle Powered, and Resource Concepts, Inc.



## Exhibit “B”

Project Summary Form				
Project name				
Type of Project				
Map ID#	Per Stewardship Plan Maps if previously mapped			
Date Started				
Date Completed				
Location Details/Address				
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	(What will the project achieve? Was the objective achieved?)			
Area restored/stabilized	Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)			
Estimated Load Reduction	Only if applicable			
Total Project Cost	\$			
Project Partners	List all partners			

Tracking Updates and Milestones	
Date	Activity
Add data and expand table/insert rows as required	Add data and expand table/insert rows as required

### Project Photos:

#### Before construction:

#### After construction:

**Title:** Example Photos (replace with specific project)



## **AGENDA ITEM #21**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: For Possible Action: Agenda Item #21: Approval of Interlocal Contract #2019-12 Dayton Valley Conservation District Bank Stabilization Project in the amount not to exceed \$90,000.

DISCUSSION: Attached is the of Interlocal Contract #2019-12 with the Dayton Valley Conservation District for Bank Stabilization Project. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019-12 Dayton Valley Conservation District Bank Stabilization Project in the amount not to exceed \$90,000.

**CONTRACT #2019-12**

**INTERLOCAL CONTRACT**

**Funding from Carson Water Subconservancy District to the  
Dayton Valley Conservation District  
for Bank Stabilization/Channel Restoration Upstream from Dayton Bridge**

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_ 2019, 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 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 \$90,000.00 funding during fiscal year 2019-20 for their Bank Stabilization /Channel Restoration Upstream from the Dayton Bridge Project, as identified and described in Exhibit "A."

WHEREAS, CWSD has agreed to set aside \$90,000.00 for the fiscal year beginning July 1, 2019, and to grant DISTRICT said amount in order to assist with the Bank Stabilization /Channel Restoration Upstream from the Dayton Bridge Project.

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

**1. CONTRACT TERM:**

- a CWSD hereby grants to DISTRICT \$90,000.00 to assist with their Bank Stabilization /Channel Restoration Upstream from the Dayton Bridge Project, which is further identified and described in Exhibit "A"; and

- b DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$90,000.00.
- f This Contract shall terminate June 30, 2020, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

**2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. The parties will not waive but rather 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.
- b. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor will add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
  - e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- 3. NOTICE:** For invoicing and notice purposes, the address of each party is as follows:
- |                  |                          |
|------------------|--------------------------|
| DISTRICT         | CWSD                     |
| Attn: Rob Holley | Attn.: Edwin James       |
| District Manager | General Manager          |
| P.O. Box 1807    | 777 E. William St., #110 |
| Dayton, NV 89403 | Carson City, NV 89706    |
| (775) 246-1999   | (775) 887-7456           |
- 4. ENTIRE CONTRACT AND MODIFICATION:**
- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
  - b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
  - c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
  - d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- 5. PROPER AUTHORITY:**
- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2018, forward.
  - b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.

- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

DAYTON VALLEY  
CONSERVATION DISTRICT

\_\_\_\_\_  
Chuck Roberts, Chairman

ATTEST:

\_\_\_\_\_  
Rob Holley, District Manager

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**EXHIBIT “A”**

---

**Dayton Valley Conservation District**

**PROJECT NAME:** Bank Stabilization /Channel Restoration Upstream from the Dayton Bridge Project

**PROJECT LOCATION/ADDRESS:** Middle Carson River from Dayton Bridge Upstream to Santa Maria Ranch (Lyon County Open Space)

**PROJECT DESCRIPTION:**

This project is intended to provide immediate removal of large woody debris (cottonwood trees) that pose a threat to irrigation diversions and to the Dayton Bridge. Additionally, this project is addressing the need for a comprehensive plan and design to address severe and ongoing bank erosion, loss of mature cottonwood trees (into the river), loss of private agricultural land, and the accumulation of cottonwood and willow growth within the river channel.

**PROJECT GOALS AND BENEFITS:**

Using funding through the Nevada State Engineer’s office, DVCD will immediately address large snags in the reach upstream from Dayton Bridge, and working with NDOT, will address the accumulation of tree and willow growth at the Dayton Bridge. Funds obtained via NDEP 319(h) will address project engineering for two large sources of erosion – one on the Pradere property, and the other on the Ricci property. These sites are within the area of historic mill sites and add potentially contaminated soil to the waterway as they erode. Additionally, mature cottonwood trees at these sites continue to fall into the river, posing a significant danger to the Dayton Bridge and downstream diversions. Funding requested of CWSD will address engineering (surveying and plans) to address channel restoration and stabilization of those portions of the reach not covered under the 319(h) funding.



## Exhibit "B"

Project Summary Form				
Project name				
Type of Project				
Map ID#	Per Stewardship Plan Maps if previously mapped			
Date Started				
Date Completed				
Location Details/Address				
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	(What will the project achieve? Was the objective achieved?)			
Area restored/stabilized	Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)			
Estimated Load Reduction	Only if applicable			
Total Project Cost	\$			
Project Partners	List all partners			

Tracking Updates and Milestones	
Date	Activity
Add data and expand table/insert rows as required	Add data and expand table/insert rows as required

## Project Photos:

Before construction:After construction:

Title: Example Photos (replace with specific project)



**EXHIBIT "C"**

**Liability Insurance**

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

stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

f. Business Automobile Liability Insurance:

- i. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. Contractor waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

g. Professional Liability Insurance

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

- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

## **AGENDA ITEM #22**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: For Possible Action: Agenda Item #22: Approval of Interlocal Agreement #2019-13 River Wranglers – Flood Awareness

DISCUSSION: Attached is the of Interlocal Contract #2019-13 with the River Wranglers for Flood Awareness. This project is being funded through the FEMA CTP MAS 9 grant.

STAFF RECOMMENDATION: Approve the of Interlocal Agreement #2019-13 River Wranglers – Flood Awareness in the amount not to exceed \$ 7,580.

AGREEMENT #2019-13

**AGREEMENT**

**Addressing Funding from Carson Water Subconservancy District  
to River Wranglers  
for Flood Awareness Outreach  
to Schools and Communities Located in the Carson River Watershed**

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between RIVER WRANGLERS, a non-profit association (hereinafter "RW") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

**WITNESSETH:**

WHEREAS, RW is a 501(C)(3) non-profit organization; and

WHEREAS, RW has organized a program for Flood Awareness Outreach to Schools and Communities located in the Carson River Watershed; and

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

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

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

WHEREAS, RW has requested funding to perform work during May 31, 2019 through July 31, 2020 for Flood Awareness Outreach to Schools and Communities located in the Carson River Watershed; and

WHEREAS, CWSD has agreed to set aside \$7,580.00 beginning May 31, 2019 and through July 31, 2020, and to grant RW 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 follows:

./././././././

./././././././

**1. CONTRACT TERM:**

- a CWSD hereby grants RW up to \$7,580.00 for Flood Awareness Outreach to Schools and Communities located in the Carson River Watershed, as described in Exhibit "A."
- b RW will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to RW within four (4) weeks of said request.
- d RW will submit Project Summary Reports, including project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$7,580.00.
- f This Contract shall terminate July 31, 2020, at which time RW shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse RW for all costs that occurred under this Agreement up to the date the Agreement is terminated.

## **2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. 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 its own legal counsel.



- c. Prior to commencing the activities that constitute the Project, RW shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

**3. RW shall provide CWSD insurance as follows:**

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

subrogation against CWSD with respect to any loss paid under the policy.

b. Business Automobile Liability Insurance:

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

c. Workers Compensation Insurance

- i. RW will secure and maintain Workers Compensation during the period of the contract.

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

RW  
Attn.: Darcy Phillips  
Executive Director  
P.O. Box 1612  
Dayton, NV 89403  
(775) 856-9268

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

**5. ENTIRE CONTRACT AND MODIFICATION:**

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.

**6. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the RW can submit expenses that have been incurred from May 31, 2019, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

RIVER WRANGLERS

\_\_\_\_\_  
Eric Johnson, Chairperson

ATTEST:

\_\_\_\_\_  
Linda Conlin, Secretary

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**Exhibit "A"**

**Addressing Funding from Carson Water Subconservancy District  
to River Wranglers  
for Flood Awareness Outreach  
to Schools and Communities Located in the Carson River Watershed**

River Wranglers will conduct several flood awareness programs to various schools and communities throughout the Carson River Watershed. The programs will inform students and the public about flooding types and risks that can occur, the importance of keeping the floodplain open to reduce flooding and enhance the environment, and what you need to do to keep yourself safe when a flood occurs. The program will include hands-on activities, handouts, and flood software games.

## **AGENDA ITEM #23**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #23 – For Possible Action: Approval of Addendum to #2014-8 DVCD – Middle Carson River Restoration Projects

DISCUSSION: Attached is the proposed Addendum to Contract #2014-8 with the Dayton Valley Conservation District for Middle Carson River Restoration Projects. This project was approved in a previous budget and the project faced unavoidable delays. This request is for a one-year time extension only using carry-over funds to complete the project.

STAFF RECOMMENDATION: Approve the Addendum #2014-8 DVCD – Middle Carson River Restoration Projects.

**FOURTH ADDENDUM TO REVISED INTERLOCAL CONTRACT #2014-8**

**Addressing Funding From  
Carson Water Subconservancy District  
to Dayton Valley Conservation District  
to Perform Work on  
the Middle Carson River Restoration Projects**

WHEREAS, on July 29, 2014, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and DAYTON VALLEY CONSERVATION DISTRICT (hereinafter referred to as "DISTRICT") entered into an Interlocal Contract (hereinafter "Interlocal Contract #2014-8") addressing funding from CWSD to DISTRICT ('the Project'); and

WHEREAS, on June 30, 2015, Interlocal Contract #2014-8 was extended through fiscal year 2015-16, with a carryover of unused funds from fiscal year 2014-15; and

WHEREAS, on June 28, 2016, Interlocal Contract #2014-8 was extended for a second time through fiscal year 2016-17, with a carryover of unused funds from fiscal year 2015-16; and

WHEREAS, it has been determined that Interlocal Contract #2014-8 needs to be extended for an additional two years, through fiscal year 2018-19, with a carryover of unused funds from fiscal year 2016-17; and an additional \$75,000.00 added to the carryover funds; and

WHEREAS, it has been determined that Interlocal Contract #2014-8 needs to be extended a fourth time, through fiscal year 2019-20, with a carryover of unused funds from fiscal year 2018-19.

NOW, THEREFORE IT IS AGREED:

1. Interlocal Contract #2014-8 shall be extended one more year and shall terminate June 30, 2020, with a carryover of unused funds from fiscal year 2018-19.
2. All other terms of Interlocal Contract #2014-8 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year written below.

DATE\_\_\_\_\_

DATE\_\_\_\_\_

DAYTON VALLEY  
CONSERVATION DISTRICT

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Chuck Roberts, Chairman

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Joe Ricci, Secretary/Treasurer

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board



## **AGENDA ITEM #24**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #24 – For Possible Action: Approval of Addendum to #2018-11 CVCD – Cradlebaugh Stabilization Project.

DISCUSSION: Attached is the proposed Addendum to Contract #2018-11 with the Carson Valley Conservation District for the Cradlebaugh Stabilization Project. This project was approved in 2018-19 budget, but faced unavoidable delays. This request is for a one-year time extension only using carry-over funds to complete the project.

STAFF RECOMMENDATION: Approve the Addendum to #2018-11 CVCD – Cradlebaugh Stabilization Project.

**ADDENDUM TO INTERLOCAL CONTRACT #2018-11  
Addressing Funding From  
Carson Water Subconservancy District  
to Carson Valley Conservation District  
for Cradlebaugh Bank Stabilization Phase 1**

WHEREAS, on July 1, 2018, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and CARSON VALLEY CONSERVATION DISTRICT (hereinafter referred to as "DISTRICT") entered into an Interlocal Contract (hereinafter "Interlocal Contract #2018-11") addressing funding from CWSD to DISTRICT ("the Project"); and

WHEREAS, it has been determined that Interlocal Contract #2018-11 needs to be extended for an additional year, through fiscal year 2019-20, with a carryover of unused funds from fiscal year 2018-19; and

NOW, THEREFORE IT IS AGREED:

1. Interlocal Contract #2018-11 shall be extended one more year and shall terminate June 30, 2020, with a carryover of unused funds from fiscal year 2018-19.
2. All other terms of Interlocal Contract #2018-11 shall remain in full force and effect.

././././././././././.

././././././././././.

IN WITNESS WHEREOF, the parties have executed this Addendum on the day  
and year written below.

DATE\_\_\_\_\_

DATE\_\_\_\_\_

DAYTON VALLEY  
CONSERVATION DISTRICT

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
James Settelmeyer, Chairman

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
J.B. Lekumberry, Secretary/Treasurer

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

## **AGENDA ITEM #25**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: For Possible Action: Agenda Item #25: Interlocal Contract #2019-9 Truckee-Carson Irrigation District (TCID) – Carson Diversion Dam Project in the amount not to exceed \$50,000.00.

DISCUSSION: Attached is the of Interlocal Contract #2019-9 with TCID for the Carson Diversion Dam project. This project was approved in the FY 2019-20 budget.

STAFF RECOMMENDATION: Approve the Interlocal Contract #2019-9 TCID – Carson Diversion Dam Project in the amount not to exceed \$50,000.

CONTRACT #2019-9

**INTERLOCAL CONTRACT**

Addressing Funding from Carson Water Subconservancy District to the  
Truckee-Carson Irrigation District for the Carson Diversion Dam Project

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between \_\_\_\_\_ 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 539.010 of the Nevada Revised Statutes (NRS); and

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

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

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

WHEREAS, DISTRICT has requested an \$50,000.00 funding for fiscal year 2019-20 for Carson Diversion Dam Project, as identified and described in Exhibit "A."

WHEREAS, CWSD has agreed to set aside \$50,000.00 for the fiscal year beginning July 1, 2019, and to grant DISTRICT said amount in order to assist with the Carson Diversion Dam Project.

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

**1. CONTRACT TERM:**

- a CWSD hereby grants to DISTRICT \$50,000.00 to assist with Carson Diversion Dam Project which is further identified and described in Exhibit "A"; and
- b DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be

used for and shall reference this Contract.

- c CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d DISTRICT will submit Project Summary Reports **(See Exhibit "B")**, including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$50,000.00.
- f This Contract shall terminate June 30, 2020, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

## **2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. The parties will not waive but rather 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.
- b. Consistent with paragraph 2.a of this Contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.



- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor will add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
  - e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- 3. NOTICE:** For invoicing and notice purposes, the address of each party is as follows:
- |                       |                          |
|-----------------------|--------------------------|
| DISTRICT              | CWSD                     |
| Attn.: Rusty Jardine  | Attn.: Edwin James       |
| General Manager       | General Manager          |
| P.O. Box 1356         | 777 E. William St., #110 |
| Fallon, NV 89407-1356 | Carson City, NV 89701    |
| (775)423-2141         | (775) 887-7456           |
- 4. ENTIRE CONTRACT AND MODIFICATION:**
- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
  - b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
  - c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
  - d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- 5. PROPER AUTHORITY:**
- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2019, forward.
  - b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in

cooperative action set forth herein.

- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: \_\_\_\_\_

TRUCKEE-CARSON  
IRRIGATION DISTRICT

\_\_\_\_\_  
Eric Olsen, President

ATTEST:

\_\_\_\_\_  
Bob Oakden, Secretary

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

**EXHIBIT “A”**

**Carson Diversion Dam Project**

**6.14 Miles Downstream of Lahontan Dam in Churchill County Nevada**

Improvement to gates and gate controls at the headworks of the V-Line and T-Line Canals and the gates and gate controls for the Carson River at Carson Diversion Dam approximately 6.14 miles downstream of Lahontan Dam in Churchill County, Nevada.

This project will provide downstream protection for residents below the Carson Diversion Dam in both Churchill County, Nevada and the City of Fallon, Nevada in the event of flood conditions on the Carson River.

## Exhibit "B"

Project Summary Form				
Project name				
Type of Project				
Map ID#	<i>Per Stewardship Plan Maps if previously mapped</i>			
Date Started				
Date Completed				
Location Details/Address				
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	<i>(What will the project achieve? Was the objective achieved?)</i>			
Area restored/stabilized	<i>Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)</i>			
Estimated Load Reduction	<i>Only if applicable</i>			
Total Project Cost	\$			
Project Partners	<i>List all partners</i>			

Tracking Updates and Milestones	
Date	Activity
<i>Add data and expand table/insert rows as required</i>	<i>Add data and expand table/insert rows as required</i>

## Project Photos:

Before construction:After construction:

**Title:** *Example Photos (replace with specific project)*



**EXHIBIT "C"**

**Liability Insurance**

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

- ix. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

f. Business Automobile Liability Insurance:

- i. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. Contractor waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

g. Professional Liability Insurance

- i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above,

Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

## **AGENDA ITEM #26**



## **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #26 – For Possible Action: Approval of the US Bureau of Reclamation agreement to conduct the Water Marketing study in the Carson River Watershed.

DISCUSSION: This assistance agreement with US Bureau of Reclamation allows us to conduct the Water Smart Grant and to pursue the Carson River Watershed Water Marketing Program.

STAFF RECOMMENDATION: Authorize the General Manager to sign the assistance agreement with US Bureau of Reclamation.

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER <b>R18AP00206</b>	1B. MOD NUMBER	2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	3. CLASS OF RECIPIENT <i>Special District Government</i>
4. ISSUING OFFICE  Bureau of Reclamation Acquisitions and Assistance Management Division Acquisitions and Assistance Operations Branch P.O. Box 25007, MS 84-27810 Denver, CO 80225-5007		5. RECIPIENT  <i>Carson Water Subconservancy District 777 E. William Street #110A Carson City, NV 89701-4057</i>	
		EIN #:	88-0085965
		County:	Nevada
		DUNS #:	614324275
		Congress. Dist:	2
6. RECIPIENT PROJECT MANAGER  <i>Mr. Edwin James, General Manager Carson Water Subconservancy District 777 E. William Street #110A Carson City, NV 89701-4057 775-887-7456 <a href="mailto:edjames@cwsd.org">edjames@cwsd.org</a></i>		7A. INITIAL AGREEMENT EFFECTIVE DATE:  See Block 13.a below	
		7B. MODIFICATION EFFECTIVE DATE:	
		8. COMPLETION DATE  <i>June 30, 2021</i>	
9A. PROGRAM STATUTORY AUTHORITY  Section 9504(a) of the Secure Water Act, Public Law 111-11 (42 United States Code 10364), as amended			9B. CFDA Number  15.507
10. FUNDING INFORMATION	<u>NON-FEDERAL</u>	<u>RECLAMATION</u>	<u>TOTAL PROJECT COSTS</u>
Total Estimated Amount of Agreement	\$115,921.00	\$100,000.00	\$215,921.00
This Obligation	\$115,921.00	\$100,000.00	\$215,921.00
Previous Obligation	\$0.00	\$0.00	\$0.00
Total Obligation	\$115,921.00	\$100,000.00	\$215,921.00
11. PROJECT TITLE  <b><i>Carson River Watershed Water Market (Exchange/Transfer) Program</i></b>			
12a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient  BY: _____  DATE: _____		13a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation  BY: _____  DATE: _____	
12b. NAME AND TITLE OF SIGNER		13b. NAME OF GRANTS OFFICER	

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**Financial Assistance Agreement**  
**Between**  
**Bureau of Reclamation**  
**And**  
**Carson Water Subconservancy District**  
**For**  
*Carson River Watershed Water Market (Exchange/Transfer) Program*

## **I. OVERVIEW AND SCHEDULE**

### **1. AUTHORITY**

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and Carson Water Subconservancy District (Recipient), pursuant to Section 9504(a) of the SECURE Water Act, Public Law 111-11 (42 United States Code 10364) (the “Act”). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

***SEC. 9504. WATER MANAGEMENT IMPROVEMENT.***

***(a) AUTHORIZATION OF GRANTS AND COOPERATIVE AGREEMENTS.—***

***(1) AUTHORITY OF SECRETARY.—The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement ...***

***(C) to facilitate water markets;***

### **2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION**

The proposed Carson River Watershed Water Market (Exchange/Transfer) Program project (Project) fulfills the public purpose of the Act through the development of a water marketing strategy to facilitate water markets in accordance with §9504(a)(1)(C) of the Act.

### **3. BACKGROUND AND OBJECTIVES**

Through WaterSMART Grants, the Bureau of Reclamation (Reclamation) provides financial assistance to water managers for projects that seek to conserve and use water more efficiently, investigate and develop water marketing strategies, prevent any water-related crisis, and accomplish other benefits to increase the reliability of existing supplies.

Water markets between willing buyers and sellers can be used to help water users meet demands efficiently in times of shortage, thereby helping to prevent water conflicts. Through the WaterSMART Water Marketing Strategy Grants, Reclamation provides assistance to states, tribes, and local governments to conduct planning activities to develop a water marketing strategy to establish or expand water markets or water marketing activities between willing participants and in compliance with state and Federal laws.

Carson Water Subconservancy District in Carson City, Nevada will develop a water marketing exchange and transfer program for the Carson River Watershed. The watershed encompasses both California and Nevada, with the lower portion of Carson River forming the Lahontan Reservoir, which is part of Reclamation's Newlands Project. This water marketing program will help address the instability of water supplies, identify approaches to address legal and physical constraints, and identify potential storage locations in the system. Enhancing water reliability could help reduce water conflicts within the watershed.

#### **4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY**

This Agreement becomes effective on the date shown in Block 13a of Page 1 of this agreement, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 8 of Page 1 of this agreement, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is **\$100,000.00**, of which the initial amount of federal funds available is limited to **\$100,000.00** as indicated by "this obligation" within Block 10 of Page 1 of this agreement, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement.

#### **5. SCOPE OF WORK AND MILESTONES**

Under this Agreement, the Recipient shall develop a water marketing exchange and transfer strategy for the Carson River Watershed (Water Marketing Strategy) substantially following the required procedural steps identified in *Section I.5.1 – Required Planning Components*. The Recipient shall complete the required project elements described in *Section I.5.2 – Required Planning Components* and a technical project report that conforms to the requirements identified in *Section I.5.3 – Technical Project Report*.

The water marketing program will address the instability of water supplies, identify approaches to address legal and physical constraints, and identify potential storage locations in the system.

## 5.1 Required Planning Components

**5.1.1 Project Work Plan.** Recipient will develop a detailed work plan (Work Plan) that builds on the information in the proposal submitted under Funding Opportunity Announcement BOR-DO-17-F014 (FOA) and attached as EXHIBIT A. The Work Plan will specify how the three required Project elements will be performed, along with a detailed work schedule, and identify the responsibilities of the recipient and other interested stakeholders. The Work Plan must be submitted to Reclamation for review upon its completion and may be updated as conditions warrant. The purpose of Reclamation's review of the Work Plan is to help ensure that program requirements are met.

**5.1.2 Communication and Outreach Plan.** As part of the Work Plan, the Recipient will develop a communication and outreach plan. This plan should explain how stakeholders and the public will be involved in the planning process, including input on the drafting of the water marketing strategy and providing feedback to the Recipient and any Project partners. Participation can occur through public meetings, webinars, public notices, and other forums or approaches.

## 5.2 Required Project Elements

**5.2.1 Outreach and Partnership Building.** Recipient shall conduct outreach and partnership building activities designed to inform and obtain input from potential market participants and stakeholders within the relevant geographic areas, which may include but are not limited to those identified in the proposal submitted under the FOA and described below:

- Conducting outreach to potential partners, participants, and interested or affected stakeholders in the area through public meetings, webinars, notices, or other forms of communication, and research
- Hosting workshops to gather input and feedback on the development of the water marketing strategy

**5.2.2 Scoping and Planning Activities.** Recipient shall conduct scoping and planning studies to explore the potential to develop a new water market or other water marketing activities, which may include or not limited to, those identified in the proposal submitted under the FOA and those described below:

- Research regarding different water marketing approaches to support development of administrative or institutional requirements for implementation of a water market/water marketing activities.
- Analysis of water rights issues or legal requirements, including legal mechanisms for transferring water within the relevant area, and legal constraints on existing water rights (type and place of use requirements, title issues, or other constraints).
- Quantification of water rights, consumptive use, diversions, and return flows to determine how much water is available for marketing and to avoid impacts to downstream water users.

- Hydrologic or engineering studies related to water supply, use of existing infrastructure (e.g., for water storage, delivery, or transfer), new infrastructure requirements (e.g. interties to connect participants' water supply), or hydrologic impacts of water marketing.

**5.2.3 Water Marketing Strategy Document.** Recipient shall develop a water marketing strategy (Strategy) document describing an approach to establish a new water market based on the results of the outreach, scoping, and planning activities performed under *Sections 5.2.1 and 5.2.2* above. The Water Marketing Strategy document should include, but is not limited to:

- Description of how the water market/water marketing activities will be implemented following completion of the strategy, addressing long-term project management and financial sustainability, and describing the potential administrative structure and institutional components, the participants, water rights, and infrastructure involved, and how transactions will be tracked, to the extent known. The Strategy will also describe the issues to be resolved and the steps to be taken before these aspects can be addressed and before an implementation plan can be developed.
- Description of the potential legal framework for the water market/marketing activities, including a description of potential rules and requirements for the water market/marketing activities, to the extent known. The Strategy will also describe the issues to be resolved and the steps to be taken before a legal framework can be developed.
- Description of how stakeholder support and input was incorporated in the water market/water marketing activities including who was involved in the planning process; who expressed their support for the planning process; and if the project was supported by entities representing environmental, agricultural, municipal, tribal, or recreation uses.
- Description of the potential contracts or agreements that would need to be drafted to support the water market/marketing activities, to the extent known. The Strategy will also describe the issues to be resolved and the steps to be taken before contracts or agreements can be developed.
- Description of how water marketing activities will be monitored, to the extent known. The Strategy will also describe the issues to be resolved and the steps to be taken before a monitoring plan can be developed.

The milestones for completion of the Project are as follows:

Milestone / Task / Activity	Planned Start Date	Planned \Completion Date
Solicit & select Water Marketing Consultant	December 2018	May 2019



Milestone / Task / Activity	Planned Start Date	Planned \Completion Date
Submit Work Plan including a Communication & Outreach Plan component for Reclamation review	June 2019	July 2019
Communication and Outreach Activities	June 2019	June 2020
Water Analysis Activities	June 2019	May 2020
Develop Water Marketing Strategy	June 2019	May 2021
Finalize Water Marketing Strategy	April 2021	June 2021

## 6. RESPONSIBILITY OF THE PARTIES

### 6.1 Recipient Responsibilities

**6.1.1** The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

**6.1.2 Work Plan.** Recipient will submit the proposed Work Plan and Communication and Outreach Plan to Reclamation for review. Reclamation will review the Work Plan and Communication and Outreach Plan to ensure compliance with program objectives.

**6.1.3 Water Marketing Strategy Document.** Recipient will submit a copy of the water marketing strategy document together with the final performance report identified in *Section I.6.1.6* below.

**6.1.4 Data.** The Recipient will ensure that all data products and tools developed are available in industry standard formats that are compatible with the Geographic Information System platforms. Other terms and conditions regarding data are found in *Section II.23 – Data Availability*.

**6.1.5 Interim Reports.** Recipient will prepare and submit to Reclamation interim Project financial and performance reports as required by *Section I.10 – Reporting Requirements and Distribution*. Each interim performance report will include (but is not limited to) the information identified in *Section I.10.3 – Monitoring and reporting program performance* and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable

- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

**6.1.6 Final Reports.** Recipient will prepare and submit to Reclamation final financial and Project performance reports (Final Reports) as required by *Section I.9 – Reporting Requirements and Distribution*. The final performance report will include (but is not limited to) the information identified in *Section I.9.3 – Monitoring and reporting program performance* and the following:

- A summary of all work undertaken and findings and conclusions on Project results and benefits. For example, are the expected benefits of the water market/activity stated in the proposal still realistic after completion of the strategy?
- A description of all planning and outreach activities conducted, lessons learned, and any other findings and conclusions
- Identify all outstanding issues to be resolved before the water marketing activities can be implemented, if any, and any steps that might be taken to resolve those issues
- How the water marketing strategy demonstrates collaboration
- Photographs documenting the Project are also appreciated

A copy of the Water Marketing Strategy document shall be provided with the Final Report. The Recipient is aware that the final performance report and the Water Marketing Strategy are public documents and may be made available on Reclamation's website, [www.usbr.gov/drought/](http://www.usbr.gov/drought/).

## 6.2 Reclamation Responsibilities

**6.2.1** Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

## 7. BUDGET

**7.1 Budget Estimate.** The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and

Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	TOTAL COST
<b>SALARIES, WAGES, FRINGE BENEFITS</b>	
All Salaries & Fringe	\$54,142.00
<b>CONTRACTUAL</b>	
Water Marketing Consultant	\$149,892.00
<b>TOTAL DIRECT COSTS</b>	<b>\$204,034.00</b>
<b>INDIRECT COSTS</b>	
FY17-18 MTDC FEMA approved	\$11,887.00
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$215,921.00</b>

## 7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. Based on the budget estimate reflected in Section 7.1 above, the estimated Federal share of allowable costs is 46% and the Recipient's estimated non-Federal cost share is 54%. The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the estimated cost share percentages shall occur concurrently.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

### **7.3 Pre-Award Incurrence of Costs**

The Recipient shall be entitled to reimbursement for costs incurred on or after December 31, 2018, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

### **7.4 Allowable Costs**

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, “Cost Principles”

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

### **7.5 Revision of Budget and Program Plans**

In accordance with 2 CFR 200.308(c)-(e) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Change in key personnel specified in section 8 “Key Personnel” of this agreement.
- (c) Changes in the approved cost-sharing or matching outlined within this agreement in section 7.2 “Cost Share requirements”
- (d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this agreement.
- (e) Extensions to the Completion Date outlined in block 10 of the coversheet (form 7-2279) of this agreement.
- (f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

## **7.6 Modifications**

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

## **8. KEY PERSONNEL**

### **8.1 Recipient's Key Personnel.**

The Recipient's Project Manager for this Agreement shall be:

Mr. Edwin James, General Manager  
 Carson Water Subconservancy District  
 777 E. William Street \$110A  
 Carson City, NV 89701-4057  
 775-887-7456  
[edjames@cwsd.org](mailto:edjames@cwsd.org)

## **9. LIMITATION OF AUTHORITIES**

### **9.1 Grants Officer.**

The Grants Officer is the only official with legal delegated authority to represent Reclamation. The Grants Officer's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal modification changes in the scope of work and/or budget;
- (c) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;

- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

## **9.2 Grants Management Specialist.**

The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

## **10. REPORTING REQUIREMENTS AND DISTRIBUTION**

**10.1 Noncompliance.** Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.338.

**10.2 Financial Reports.** Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

## **10.3 Monitoring and Reporting Program Performance (2 CFR 200.328).**

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

- (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
- (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
  - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
  - (ii) The reasons why established goals were not met, if appropriate.
  - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR 200.328(b)(2) above.

**10.4 Report Frequency and Distribution.** The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
<b>Performance Report</b>		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR 200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR 200.328) above.
Reporting Frequency	Semi-Annual	Final Report due within 90 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 90 days after the end of the period of performance <b>or</b> completion of the project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2019.	N/A
Submit to:	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>
<b>Federal Financial Report</b>		
Format	SF-425 (all sections must be completed)	SF-425 (all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due within 90 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance



Required Reports	Interim Reports	Final Report
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 90 days after the end of the period of performance <b>or</b> completion of project.
First Report Due Date	The first Federal financial report is due for reporting period ending 09/30/2019.	N/A
Submit to:	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>	<a href="mailto:sha-dro-faoperations@usbr.gov">sha-dro-faoperations@usbr.gov</a>

## 11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from the Grants Officer that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.338 up to and including unilateral termination of this agreement.

## 12. RESPONSIBILITY FOR CONTENT

The Recipient is solely responsible for the content of the water marketing Strategy. Reclamation participation in this Agreement is limited to the provision of funding and technical assistance for the development of a Water Marketing Strategy that strives to that strives to support voluntary and collaborative water marketing activities. Reclamation does not exercise control over the content or approval of the strategy under this award. Reclamation review of the Project Work Plan and Final Report is only to ensure compliance with Program requirements, not to approve the recommended approach or decisions documented in the strategy. The water marketing strategy developed under this Agreement is a water management planning document and does not provide recommendations or represent a statement of policy or position of the Bureau of Reclamation, or the Department of the Interior. The strategy does not propose or address the feasibility of any specific project and does not represent a commitment for provision of Federal funds for projects identified in the plan.

## 13. INTANGIBLE PROPERTY

### 2 CFR §200.315 Intangible Property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property

for the originally-authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e) Freedom of Information Act (FOIA).

(1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

- (i) Research findings are published in a peer-reviewed scientific or technical journal; or
- (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the

following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

## II. RECLAMATION STANDARD TERMS AND CONDITIONS

### 1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

### 2. PAYMENT

#### 2.1 Payment (2 CFR 200.305).

- (a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.
- (b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also 200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.
  - (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
  - (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
    - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

## **AGENDA ITEM #27**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #27 – For Possible Action: Approval of the Lumos Agreement to conduct the Water Marketing study in the Carson River Watershed

DISCUSSION: In February of 2019, CWSD sent out a request for qualifications to conduct the Water Marketing Study for the Carson River Watershed. CWSD received two proposals and on April 3, 2019, the Regional Water and Flood Committee met to review the proposals. After a lengthy discussion it was the committee's recommendation to hire Lumos Engineering firm to conduct the study. Attached is the agreement from Lumos.

STAFF RECOMMENDATION: Authorize the General Manager to sign the agreement with Lumos.

# **Agreement**

Carson Water Subconservancy District (hereinafter "**CWSD**") and Lumos & Associates, Inc. ("hereinafter **LUMOS**") hereby enter into an agreement whereby LUMOS will develop a Carson River Water Marketing Study for CWSD in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

LUMOS's assignment shall relate to the following product(s) or service(s):  
Develop a Carson River Water Marketing study which is further identified and described in Exhibit "A," not to exceed \$150,000.

2) **INDEMNITIES**

- (a) To the fullest extent permitted by law LUMOS shall indemnify and hold harmless, not excluding the CWSD's right to participate, the CWSD from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any professional negligent or willful acts or omissions of LUMOS arising out of its professional services, its officers, employees and agents.
- (b) CWSD will indemnify and hold LUMOS harmless with respect to any claims or actions instituted by third parties which result from the use by LUMOS of material furnished by CWSD or where material created by LUMOS is substantially changed by CWSD. Information or data obtained by LUMOS from CWSD to substantiate claims made in advertising shall be deemed to be "materials furnished by CWSD."
- (c) In the event of any proceeding against CWSD by any regulatory agency or in the event of any court action or self-regulatory action challenging any advertising prepared by LUMOS, LUMOS shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse LUMOS any out-of-pocket costs LUMOS may incur in connection with any such action or proceeding.
- (d) Neither party waives any right or defense to indemnification that may exist in law or equity.

3) **INSURANCE**

Unless otherwise required in this Agreement, the CWSD and LUMOS shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

- a) Comprehensive General Liability including \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 General Aggregate over all interests.
- b) Comprehensive Automobile Liability including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage.

c) LUMOS shall name CWSD as an additional insured and deliver a certificate to CWSD.

4) **TERM OF AGREEMENT**

(a) The term of this Agreement will commence on the date of the last signature and will continue in full force and effect until 6/30/2021, unless extended by written agreement of the parties.

(b) In the event of termination of this Agreement, the rights, duties and responsibilities of LUMOS shall continue in full force during the period of notice.

5) **PERFORMANCE**

Should LUMOS fail to perform any of the services provided for in Exhibit "A", CWSD shall notify LUMOS of such non-performance and allow thirty (30) days for LUMOS to remedy the performance. If the performance has not been satisfied within thirty days, CWSD may withhold payment only for the services not performed in accordance with this Agreement.

6) **SUPPLEMENTS TO AGREEMENT**

The following Exhibits are an integral part of this Agreement:

(a) Exhibit A: Scope of Work

7) **INDEPENDENT CONTRACTOR**

LUMOS acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of CWSD or any of its affiliates.

8) **OWNERSHIP**

Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by LUMOS (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of CWSD and all such materials shall be delivered into CWSD's possession by LUMOS upon completion, termination, or cancellation of this Agreement. LUMOS shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of LUMOS's obligations under this Agreement without the prior written consent of CWSD.

9) **AGREEMENT TERMINATION**

(a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

(b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:

/././././././././



- (1) If LUMOS fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by LUMOS to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - (3) If LUMOS becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs LUMOS's ability to perform; or
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in Section 17, Notices, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:
- (1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - (2) LUMOS shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
  - (3) LUMOS shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD;
  - (4) LUMOS shall preserve, protect and promptly deliver into CWSD possession all proprietary information in accordance with Section 10, Ownership of Proprietary Information.

10) **RIGHTS UPON TERMINATION**

Upon termination of this Agreement, LUMOS shall transfer, assign and make available to CWSD or CWSD's representative, all property and materials in their possession or control belonging to and paid for by CWSD, subject, however, to any rights of third parties of which LUMOS has informed CWSD.

11) **BREACH REMEDIES.**

Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.

**12) PUBLIC RECORDS**

Pursuant to NRS 239.010, information or documents received from LUMOS may be open to public inspection and copying. CWSD has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. LUMOS may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that LUMOS thereby agrees to indemnify and defend CWSD for honoring such a designation. The failure to so label any document that is released by CWSD shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**13) FEDERAL FUNDING**

It is understood federal funds are being used for payment of all or part of this Agreement:

- a) LUMOS certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R pt. 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b) LUMOS and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c) LUMOS and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

**14) NOTICES**

Any notice pursuant to this Agreement will be addressed to the following parties:

Attn.: Edwin James  
Carson Watershed Subconservancy District  
777 E William Street, Suite 110 A  
Carson City, NV 89701

Attn.: Tim Russell  
Lumos & Associates. Inc.  
9222 Prototype Drive  
Reno, NV 89521

**15) FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the

right, without any liability to the other party, to terminate this agreement.

16) **HEADINGS**

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

17) **ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

18) **SEVERABILITY**

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Letter that are valid, enforceable and legal.

19) **GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein. If the above accords with CWSD's understanding and agreement, kindly indicate CWSD consent hereto by signing in the place provided below.

Accepted and Agreed on behalf of:  
**Carson Water Subconservancy District**

Accepted and Agreed on behalf of:  
**Lumos & Associates, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Edwin D. James  
General Manager

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Michael Bennett  
Director of Engineering

## **Exhibit A**

### **Lumos Scope of Work:**

**Water Marketing Strategy Document.** Under this Agreement, Lumos shall assist CWSD in developing a water marketing exchange and transfer strategy for the Carson River Watershed. The water marketing program will address the instability of water supplies, identify approaches to address legal and physical constraints, and identify potential storage locations in the system. As part of the agreement Lumos shall develop a water marketing strategy (Strategy) document describing an approach to establish a new water market based on the results of the outreach, scoping, and planning activities as described below:

#### **1.1 Project Management and Administration**

1.1.1 - Develop and update monthly project progress reports.

1.1.2 –Submit monthly invoices.

#### **1.2 Communication and Outreach**

1.2.1 – Participate in meetings with water purveyors, regulators (Federal Water Master and State Engineer), agricultural water users, and the Carson River Coalition (CRC). CWSD will set up the meetings. It is anticipated that there will be four water purveyor meetings, one CRC meeting, two agricultural water user meetings, and two regulator meetings. At the end of the project Lumos will present the findings to the CWSD Board.

#### **1.3 Evaluate Existing Water Supply by River Segment**

1.3.1 – Lumos will meet with the water purveyors, Federal Water Master and State Engineer to calculate the amount of water that is available by river segment. The evaluation will also evaluate the ease and difficulty to market, transfer, lease, exchange, and store the water rights by segments.

#### **1.4 Identify and Rank Storage and Infrastructure Needs and Opportunities**

1.4.1 Lumos will work with CWSD to develop a matrix to evaluate and rank potential storage sites throughout the watershed. The evaluation will include both off-river channel storage sites and groundwater storage sites. It is anticipated that Lumos will evaluate and rank at least 24 storage sites.

1.4.2 – Lumos will evaluate what infrastructure is needed to be able to market, transfer, lease, exchange, and/or store the water rights.

#### **1.5 Water Marketing Analysis**

1.5.1 – Lumos will evaluate the institutional issues and constraints in developing a watershed program to market, transfer, lease, exchange, and/or store water rights.

- 1.5.2 - Lumos will research different water marketing approaches to support development of administrative or institutional requirements for implementation of a water market/water marketing activities.
- 1.5.3 - Lumos will assist in quantifying various water rights, consumptive use, diversions, and return flows to determine how much water is available for marketing and to avoid impacts to downstream water users.
- 1.5.4 - Lumos will describe how the water market/water marketing activities will be implemented following completion of the strategy, addressing long-term project management and financial sustainability, and describing the potential administrative structure and institutional components, the participants, water rights, and infrastructure involved, and how transactions will be tracked, to the extent known. The strategy will also describe the issues to be resolved and the steps to be taken before these aspects can be addressed and before an implementation plan can be developed.

## **1.6 Water Market Report**

- 1.6.1 – Lumos will prepare a draft report identifying how, where, and costs to develop a watershed program to market, transfer, lease, exchange, and/or store water rights. Two hard copies and one electronic copy will be provided to CWSD no later than April 1, 2021. CWSD will solicit comments on the draft report from water purveyors, regulators, agricultural water users, CRC members, and USBR.
- 1.6.2 – Lumos will incorporate the comments received and have a final report to CWSD by June 1, 2021.
- 1.6.3 – Lumos will present the final report to the CWSD Board in either June or July of 2021.

## **AGENDA ITEM #28**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #28 – For Possible Action: Approval of the contract and quote from Orange Tree to update the CWSD Watershed Video

DISCUSSION: Attached is a quote from Orange Tree to update the CWSD Watershed Video. The original watershed video was done over 15 years ago. The update to the CWSD Watershed Video was included in the NDEP Watershed Literacy grant as match in the amount of \$10,000.

STAFF RECOMMENDATION: Authorize the General Manager to sign an agreement with Orange Tree to update the CWSD Watershed Video in an amount not to exceed \$9,850.00.

# **Agreement**

Carson Water Subconservancy District (hereinafter "**CWSD**") and Orangetree Productions (hereinafter "**ORANGETREE**") hereby enter into an agreement whereby ORANGETREE will develop a Carson River Water Video for CWSD in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

ORANGETREE's assignment shall relate to the following product(s) or service(s):

Develop a Carson River Water Marketing study which is further identified and described in Exhibit "A," not to exceed \$9,850.00.

2) **INDEMNITIES**

(a) To the fullest extent permitted by law ORANGETREE shall indemnify, hold harmless and defend, not excluding the CWSD's right to participate, the CWSD from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of ORANGETREE, its officers, employees and agents.

(b) CWSD will indemnify and hold ORANGETREE harmless with respect to any claims or actions instituted by third parties which result from the use by ORANGETREE of material furnished by CWSD or where material created by ORANGETREE is substantially changed by CWSD. Information or data obtained by ORANGETREE from CWSD to substantiate claims made in advertising shall be deemed to be "materials furnished by CWSD."

(c) In the event of any proceeding against CWSD by any regulatory agency or in the event of any court action or self-regulatory action challenging any advertising prepared by ORANGETREE, ORANGETREE shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse ORANGETREE any out-of-pocket costs ORANGETREE may incur in connection with any such action or proceeding.

(d) Neither party waives any right or defense to indemnification that may exist in law or equity.

3) **INSURANCE**

Unless otherwise required in this Agreement, the CWSD and ORANGETREE shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

a) Comprehensive General Liability including \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 General Aggregate over all interests.



- b) Comprehensive Automobile Liability including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage.
- c) ORANGETREE shall name CWSD as an additional insured and deliver a certificate to CWSD.

4) **TERM OF AGREEMENT**

- (a) The term of this Agreement will commence on the date of the last signature and will continue in full force and effect until 12/31/2019, unless extended by written agreement of the parties.
- (b) In the event of termination of this Agreement, the rights, duties and responsibilities of ORANGETREE shall continue in full force during the period of notice.

5) **PERFORMANCE**

Should ORANGETREE fail to perform any of the services provided for in Exhibit "A", CWSD shall notify ORANGETREE of such non-performance and allow thirty (30) days for ORANGETREE to remedy the performance. If the performance has not been satisfied within thirty days, CWSD may withhold payment only for the services not performed in accordance with this Agreement.

6) **SUPPLEMENTS TO AGREEMENT**

The following Exhibits are an integral part of this Agreement:

- (a) Exhibit A: Scope of Work

7) **INDEPENDENT CONTRACTOR**

ORANGETREE acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of CWSD or any of its affiliates.

8) **OWNERSHIP**

Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by ORANGETREE (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of CWSD and all such materials shall be delivered into CWSD's possession by ORANGETREE upon completion, termination, or cancellation of this Agreement. ORANGETREE shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of ORANGETREE's obligations under this Agreement without the prior written consent of CWSD.

9) **AGREEMENT TERMINATION**

- (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
  - (1) If ORANGETREE fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by ORANGETREE to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - (3) If ORANGETREE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs ORANGETREE's ability to perform; or
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in Section 17, Notices, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:
  - (1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - (2) ORANGETREE shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
  - (3) ORANGETREE shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD;
  - (4) ORANGETREE shall preserve, protect and promptly deliver into CWSD possession all proprietary information in accordance with Section 10, Ownership of Proprietary Information.

10) **RIGHTS UPON TERMINATION**

Upon termination of this Agreement, ORANGETREE shall transfer, assign and make available to CWSD or CWSD's representative, all property and materials in their possession or control belonging to and paid for by CWSD, subject, however, to any rights of third parties of which ORANGETREE has informed CWSD.

11) **BREACH REMEDIES.**

Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as

otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.

12) **PUBLIC RECORDS**

Pursuant to NRS 239.010, information or documents received from ORANGETREE may be open to public inspection and copying. CWSD has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. ORANGETREE may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that ORANGETREE thereby agrees to indemnify and defend CWSD for honoring such a designation. The failure to so label any document that is released by CWSD shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

13) **NOTICES**

Any notice pursuant to this Agreement will be addressed to the following parties:

Attn.: Edwin James  
Carson Watershed Subconservancy District  
777 E William Street, Suite 110 A  
Carson City, NV 89701

Attn.: Mark Carey  
Orangetree Productions  
4050 S. McCarren Blvd., Suite D  
Reno, NV 89502

14) **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

15) **HEADINGS**

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

16) **ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

17) **SEVERABILITY**

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law,

such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Letter that are valid, enforceable and legal.

18) **GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein. If the above accords with CWSD's understanding and agreement, kindly indicate CWSD consent hereto by signing in the place provided below.

Accepted and Agreed on behalf of:  
**Carson Water Subconservancy District**

Accepted and Agreed on behalf of:  
**Orangetree Productions**

\_\_\_\_\_  
*Signature* *Date*

Edwin D. James  
General Manager

\_\_\_\_\_  
*Signature* *Date*

Mark Carey  
Director/Owner

**Exhibit A**

**Orangetree Scope of Work:**

**Develop a CWSD Overview Video.** The goal is to create a 10 to 15-minute overview video of the Carson Water Subconservancy District (CWSD). Orangetree will review and edit CWSD script, shoot b-roll, design appropriate animated motion graphic, post-production editing, and provide voiceover artist. Orangetree will have a draft video completed by November 1, 2019 and a final copy by December 17, 2019.

## **AGENDA ITEM #29**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD MEMBERS

FROM: EDWIN JAMES

DATE: June 19, 2019

SUBJECT: Agenda Item #29 - For Possible Action: Approval of the General Manager's Annual Review.

DISCUSSION: The General Manager provided the Board members with a Self-Assessment and a simple evaluation form to fill out. Ten evaluations were returned and summarized (see attached summary).

The Administrative Committee met on June 5, 2019 and discussed the results of the Board members' evaluations of the General Manager. Considering that the average evaluation was 17.25 out of a possible 18 points, the Administrative Committee recommended that the General Manager receive a satisfactory review for FY 2018-19 with accompanying merit increase.

STAFF RECOMMENDATION: Approve the General Manager's FY 2018-19 annual review and merit increase.

**CARSON WATER SUBCONSERVANCY DISTRICT**  
**2019 General Manager Annual Review**

**SUMMARY**

**SCORES (out of 18 possible):**

17

17

18

16

17

18

17

18

18

16.5

172.5 / 10 evaluations = 17.25 average rating

**REDUCED RATINGS IN CATEGORIES LISTED BELOW:**

- ORGANIZATIONAL SKILLS - Decision quality (1 rating)
- ORGANIZATION SKILLS - Presentation skills (3 ratings)
- OPERATING STYLE - Communication (1 rating)
- OPERATING STYLE - Delegation of work to be done (3 ratings)
- PERSONAL/INTERPERSONAL SKILLS - Being open and receptive (1 rating)
- PERSONAL/INTERPERSONAL SKILLS - Demonstrates flexibility to work with varying groups (no ratings)

**GENERAL COMMENTS:**

- I can't think of anyone better suited for your job than you, Ed.
- I am new with the board and just beginning to identify the GM's performance. Sometimes hard to hear what he says towards the end of a sentence as delivery drops off.
- Great to work with always. Very professional. Very knowledgeable in water and the regional issues.
- Mr. James is a superior performer, a great communicator, and I respect his ability to lead board of 17. I think we are extremely fortunate to have Mr. James and his very effective and enthusiastic team protecting our greatest resource, our water.
- I appreciate the wonderful job that Ed is doing to protect and promote the Carson River resources.
- Ed is the "perfect" Manager. He is a pleasure to work with. One of the most knowledgeable water persons I know. Thank you!
- I have not been a Board member for the entire review period, but I have worked with Ed on numerous projects and programs while I was the LCUD Director. Ed is knowledgeable about our watersheds and is very familiar with the interties and water rights issues. Good job Ed.



## **AGENDA ITEM #30**

## **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #30 – For Possible Action: Approval of an Agreement with Carson City to Lease Lost Lake water for Water Year 2020.

DISCUSSION: Attached is a draft agreement between CWSD and Carson City to lease Lost Lake water for Water Year 2020. The agreement would allow Carson City to lease up to 100-acre feet of Lost Lake water. Carson City currently lease CWSD Mud Lake water and may need some additional water from Lost Lake. No other agency has indicated a need for the Lost Lake water for Water Year 2020. In the past CWSD would pay the permit fees with the State Engineer and Carson City would pay the same price as the Mud Lake water; however, there were times when Carson City would not need the water. CWSD would be stuck with the State Engineer's fee. For this year's lease agreement, staff is proposing that Carson City would reimburse CWSD the State Engineer's fee (approximately \$625.00) and CWSD would charge Carson City half the Mud Lake water costs (approximately \$55/AF). Carson City must first use all the Mud Lake water before they take any of the Lost Lake water.

STAFF RECOMMENDATION: Approval the Lost Lake agreement with Carson City.

**WATER LEASE AGREEMENT**

This Water Lease Agreement is entered into between the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada, by and through its duly constituted Board of Directors (hereinafter “CWSD”) and CARSON CITY, a political subdivision of the State of Nevada, by and through its duly constituted Board of Supervisors (hereinafter “CITY”).

**WITNESSETH:**

WHEREAS, CWSD holds title to 219.0-acre feet of water rights, including storage rights in Upper and Lower Lost Lakes Reservoirs, Claim Numbers 812 and 813 in the Alpine Decree; and

WHEREAS, CITY desires to lease CWSD water for one (1) year for use within the boundaries of CITY for municipal purposes; and

WHEREAS, CWSD has made or will make any necessary application(s) to the State Engineer for permission to use CWSD's water rights for the purposes contemplated under this Agreement.

THEREFORE, in consideration of the mutual undertakings and for other good and valuable consideration, the parties agree and contract as follows:

1. Term of Agreement/Cost of Water

The term of this Agreement shall commence on the date both parties have executed the Agreement and shall continue through June 30, 2020. CITY agrees to lease and use an amount not to exceed 100.0-acre feet of CWSD water from Lost Lakes.

CITY shall pay CWSD \$55.00 per acre foot for water pumped by CITY. As used in this Agreement, the term “water delivery season” means the period beginning October 1, 2019 and ending March 31, 2020. The amount of water that can be pumped by CITY shall be determined by the actual amount of water released from Lost Lakes less any loss of water determined by the State Engineer or the Federal Water Master, due to conveyance from Lost Lakes Reservoirs to CITY’s point of re-diversion. CITY shall pay CWSD for only the amount of water that is pumped. CITY shall make payment to CWSD by no later than the 15<sup>th</sup> of June based on the actual metered usage.

2. Costs of Diversion and Delivery of Water

CWSD will submit the Temporary Permit to the Nevada State Engineer and pay the application fees. The City will reimburse CWSD the fees once CWSD receives the Temporary Permit from the State Engineer. CWSD shall bear the costs of delivery of the water to CITY’s point of re-diversion, including the costs of operation and maintenance of upstream storage facilities and payment of water fees to the Federal Water Master. CITY shall bear the costs associated with pumping the water from the two induction wells (Well Numbers 25 and 41B), measuring devices, pipelines, and other transporting devices. The City must first use all the Mud Lake water before pumping the Lost Lake water.

3. Treatment

CITY shall be responsible for the treatment of all water for municipal purposes, including water leased from CWSD, to applicable local, state, and federal standards.

4. Hold Harmless

CITY and CWSD agree to indemnify and hold the other harmless for any claims or actions

including damages, costs, and attorney's fees concerning the use of this water by CITY as specified in this Agreement.

5. General Provisions

The officials executing this Agreement hereby warrant and guarantee that they have the authority to act for and bind the respective organizations which they represent; all notices required by this Agreement shall be in writing, must be sent to the addresses provided herein, and are deemed effective upon placement in the United States Mail, postage prepaid; this Agreement constitutes the entire agreement between the parties; this Agreement shall be enforced and construed according to the laws of the State of Nevada; the prevailing party to any dispute involving this Agreement is entitled to an award of reasonable attorney's fees and costs; and any modification of this Agreement must be made by a writing signed by both parties.

For notice purposes, the addresses of each party are as follows:

CARSON WATER  
SUBCONSERVANCY DISTRICT  
Attn.: Edwin James  
General Manager  
777 E. William St., #110A  
Carson City, NV 89701  
775/887-7450

CARSON CITY  
  
Attn.: Darren Schulz  
Public Works Director  
3505 Butti Way  
Carson City, NV 89701  
775/887-2355 x- 7391

6. Termination of Agreement

Unless otherwise agreed to by both parties in writing, this Agreement shall be terminated only if the State of Nevada or a court of competent jurisdiction prevents the delivery of the surface water that is the subject of this Agreement to CITY's point of re-diversion or if the Federal Water Master prevents the use of the subject water in which case CWSD and CITY are relieved from performance under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CARSON WATER  
SUBCONSERVANCY DISTRICT

CARSON CITY

\_\_\_\_\_  
CARL ERQUIAGA, Chairman

\_\_\_\_\_  
ROBERT CROWELL, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
CATRINA SCHAMBRA, Secretary to the Board

\_\_\_\_\_  
AUBREY ROWLATT, Clerk-Recorder

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **AGENDA ITEM #31**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 19, 2019

SUBJECT: Agenda Item #31 – For Discussion Only: Update on the 2019 Legislation Session

DISCUSSION: The 2019 Legislative Session ended on June 4, 2019. Many of the water bills CWSD was monitoring either died or were completely reworked. Attached is a summary prepared by Karen Garaventa. Staff will briefly review the bills and action taken by the legislators.

STAFF RECOMMENDATION: Receive and file.



**2019 Nevada Legislature**

Bill Digests

**As of 6/9/19**

*Contact: Karen Garaventa Baggett*

*Cell 775-721-2233 / Email - kgaraventa@ charter.net*

*DISCLAIMER: This is summary is informational only. Although reasonable care has been taken to ensure that the information on this digest is accurate, correct and complete, no guarantee, warranty or representation, express or implied, is given to the accuracy, correctness or completeness of the content of this summary.*

***Assembly Bills***

AB30 Existing law requires the State Engineer to reject an application for a permit to appropriate water to beneficial use if there is no unappropriated water at the source of supply or if the proposed use or change of use of the water conflicts with existing rights or protectable interests in existing domestic wells or threatens to prove detrimental to the public interest. (NRS 533.370) Section 1 of this bill provides that before rejecting an application because the proposed use or change conflicts with existing rights or protectable interests, the State Engineer may consider certain proposals to avoid or eliminate the conflict. Section 1 authorizes the State Engineer to approve the application for such a permit on the conditions that before the water is appropriated for beneficial use: (1) every measure or action included in the proposal that the State Engineer determines is necessary to avoid or eliminate the conflict is taken; and (2) the conflict is avoided or eliminated. Sections 2-9 of this bill make conforming changes.

Amendments - #580 & #645 (Pursuant to Joint Standing Rule No. 14.3.4, no further action allowed.)

AB51 Existing law declares that it is the policy of this State to manage conjunctively all waters of this State, regardless of the source of water. (NRS 533.024) Section 3 of this bill requires the State Engineer to adopt regulations related to the conjunctive management of groundwater and surface water. The regulations may include, without limitation: (1) requirements or guidelines for establishing mitigation plans; (2) the creation of a program for the conjunctive management of groundwater and surface water in a particular hydrographic basin to mitigate conflicts between groundwater and surface water users; and (3) any other provision necessary to conjunctively manage groundwater and surface water, determine the amount of conflict between groundwater and surface water users or resolve a conflict between groundwater and surface water users. Section 4 of this bill authorizes the State Engineer to levy certain special assessments related to a program for the conjunctive management of groundwater and surface water. Section 7 of this bill provides that the partial abatements of property taxes does not apply to any such special assessment, consistent with other assessments levied against groundwater and surface water users. Section 5 of this bill provides that a right to groundwater or surface water that is not being used because of a program for the conjunctive management of groundwater or surface water is not subject to forfeiture or abandonment for as long as the program is in effect.

Pursuant to Joint Standing Rule No. 14.3.1, no further action allowed.

AB62 Upon approving an application for a permit to appropriate water, existing law authorizes the State Engineer to extend, under certain circumstances, the deadline by which construction related to the appropriation of water or the application of water to a beneficial use must be completed or made. With limited exceptions, any number of extensions may be granted, but a single extension may not exceed 5 years. (NRS 533.380, 533.390, 533.410) Section 2 of this bill revises the provisions relating

to extending the deadline by which construction related to the appropriation of water must be completed. If a permit has been issued for a project that includes the municipal use of water, the State Engineer may grant one or more extensions, but the total number of extensions may not extend the construction deadline for more than 15 years. If a permit has been issued for a project that is not a municipal use and that includes the diversion of 2 or more cubic feet of water per second or the cultivation of at least 100 acres of land, the State Engineer may grant one or more extensions, but the total number of extensions may not extend the construction deadline for more than 10 years. If a permit has been issued for any other purpose, the State Engineer may grant one or more extensions, but the total number of extensions may not extend the construction deadline for more than 5 years. Section 2 also authorizes the State Engineer to suspend the limitation of time for the completion of construction set forth in a permit or any extension if the permit holder submits sufficient proof to the State Engineer demonstrating that the person has been unable to complete the work because of certain pending administrative or court actions. Sections 1 and 3 of this bill make conforming changes.

Amendments # 160, # 566 & 799

AB 84 At the general election held on November 5, 2002, the Legislature submitted to the voters of this State and the voters approved a proposal to issue general obligation bonds of the State to protect, preserve and obtain the benefits of the property and natural resources of this State in an amount not to exceed \$200,000,000. The ballot question allocated specific amounts of the bond proceeds to various governmental entities for specified programs and projects. (Chapter 6, Statutes of Nevada 2001, 17th Special Session, p. 104) This bill requires the State Board of Finance to issue an additional \$217,500,000 in state general obligation bonds to continue to protect, preserve and obtain the benefits of the property and natural and cultural resources of this State. This bill also allocates specific amounts of the bond proceeds to various governmental entities for specified programs and projects, some of which are the same programs and projects specified in the 2002 ballot question. The Nevada Constitution limits the amount of debt of the State of Nevada to 2 percent of the assessed valuation of the State, but exempts from that limitation debt incurred for the protection and preservation of the State's property or natural resources or for the purposes of obtaining the benefits thereof. (Nev. Const. Art. 9, § 3) This bill makes a legislative declaration that, with certain exceptions, the issuance of the bonds required by this bill is necessary for the protection and preservation of the property and natural resources of the State and constitutes an exercise of the constitutional authority to enter into contracts for those purposes. Existing law includes a limitation on the issuance or sale of bonds more than 6 years after an election that is required to authorize their issuance. (NRS 349.078) In 2007, 2013 and 2017, the Legislature made exceptions to this 6-year limitation for the bonds issued pursuant to the 2002 ballot question by extending the period for the issuance of those bonds until December 31, 2011, June 30, 2019, and June 30, 2024, respectively. (Chapter 291, Statutes of Nevada 2007, p. 1089, chapter 251, Statutes of Nevada 2013, p. 1055, chapter 33, Statutes of Nevada 2017, p. 139) Section 9 of this bill repeals the June 30, 2024, extension, thereby expiring the period for issuance of bonds pursuant to the 2002 ballot question on June 30, 2019.

AB95 Existing law requires the State Engineer to conduct investigations in any basin or portion thereof where it appears that the average annual replenishment to the groundwater supply may not be adequate for the needs of all permittees and vested rights claimants. If the State Engineer confirms that the average annual replenishment to the groundwater supply may not be adequate, he or she may order that withdrawals, including withdrawals from domestic wells, be restricted to conform to priority rights. (NRS 534.110) Existing law: (1) authorizes the State Engineer to designate as a critical management area any groundwater basin in which withdrawals of groundwater consistently

exceed the perennial yield of the basin; and (2) requires the State Engineer to designate as a critical management area any groundwater basin in which withdrawals of groundwater consistently exceed the perennial yield of the basin upon receipt of a petition for such designation. If a groundwater basin is designated as a critical management area for at least 10 consecutive years, the State Engineer is required to order that withdrawals, including withdrawals from domestic wells, be restricted to conform to priority rights. (NRS 534.110) This bill provides that if the State Engineer orders that withdrawals be restricted to conform to priority rights in any of these groundwater basins, he or she must limit the restriction on withdrawals from domestic wells to allow a domestic well to continue to withdraw 0.5 acre-feet of water per year if the owner of the domestic well installs or has installed a water meter to record the withdrawal.

Amendment - #48

AB163 - Existing law requires each supplier of water to adopt a plan of water conservation, which must be submitted to the Water Planning Section of the Division of Water Resources of the State Department of Conservation and Natural Resources. The plan of water conservation must also be updated and submitted to the Section every 5 years. (NRS 540.131, 540.141) Section 1 of this bill requires each supplier of water to submit the results of a water loss audit with the plan of water conservation or update to the plan. Once a supplier has submitted the results of a water loss audit, section 1 requires the supplier of water to submit with any future update to the plan of water conservation: (1) a comparison between the results of the most recent audit and the audit previously submitted; and (2) an analysis of any progress made towards certain goals which must be established in the plan of water conservation for water leakage. Section 3 of this bill revises the provisions which must be included in a plan or a joint plan of water conservation to include establishing goals for acceptable levels of water leakage. Existing law establishes certain minimum standards for plumbing fixtures in new construction, expansions and renovations in residential, commercial or industrial structures, certain public buildings financed by a public body, manufactured buildings and homes and mobile homes. (NRS 278.582, 338.193, 461.175, 489.706) Sections 4-7 of this bill revise these requirements to instead require that new construction, expansions and renovations on these structures must install toilets, shower apparatuses, faucets and urinals that have been certified under the WaterSense program established by the United States Environmental Protection Agency.

Amendments - #137 & #682

AB233 Under current law, a county is required to levy a special assessment annually, or at such time as needed, upon all taxable property situated within the confines of a particular water basin designated by the State Engineer to pay certain salaries and expenses of well supervisors, assistants and the Well Drillers' Advisory Board if certain license fees are not sufficient. (NRS 534.040) This bill authorizes a county to instead pay those salaries and expenses by appropriating money from the general fund of the county if the amount of the special assessment upon a property owner is less than the cost of collecting the assessment.

Amendment - #266

### *Senate Bills*

SB47 Existing law provides that the Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources also serves as the ex officio State Land Registrar. (NRS 232.110) Existing law relating to the use of state lands uses the terms "Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources, as ex officio State Land Registrar" and "State Land Registrar" interchangeably. Sections 1-8 of this bill make technical changes so the term "State Land Registrar" is used in such provisions. Existing law

requires, with limited exceptions, a person to secure a permit from the State Land Registrar before performing any work below the high water mark of a navigable river. (NRS 322.1007) Section 9 of this bill clarifies when authorization from the State Land Registrar is required to proceed with such work and authorizes the State Land Registrar to adopt regulations related to performing such work. Under existing law, the State Land Registrar is required to charge fees in certain amounts for: (1) dredging or filling; or (2) constructing or installing certain structures in a navigable body of water. (NRS 322.130) Section 10 of this bill requires the State Land Registrar to establish the amount of these fees by regulation. Section 12 of this bill provides that the existing fees remain in effect until the State Land Registrar establishes such fees by regulation. Under existing law, the proceeds of certain fees for authorization to use certain state lands must be paid to the State General Fund. (NRS 322.160) Section 11 of this bill provides that the proceeds of rents and royalties for authorization to use certain state lands must also be paid to the State General Fund. Under existing law, the proceeds of certain fees relating to navigable bodies of water that are in excess of \$65,000 must be accounted for separately and used by the State Land Registrar to carry out programs to preserve, protect, restore and enhance the natural environment of the Lake Tahoe Basin. (NRS 322.160) Section 11 provides that such proceeds must be accounted for in an interest-bearing account and that the money in that account does not revert to the State General Fund at the end of the fiscal year. Under existing law, the State Land Registrar charges a fee for a permit for the use of a pier or other related facility on a navigable body of water. (NRS 322.120) Existing law also requires the State Land Registrar to grant a credit towards the fee under certain circumstances. (NRS 322.125) Section 13 of this bill eliminates the requirement for the State Land Registrar to grant such a credit. Pursuant to Joint Standing Rule No. 14.3.1, no further action allowed.

SB140 Under existing law, any person who wishes to appropriate any waters of this State must apply to the State Engineer for a permit to do so and the State Engineer must reject an application under certain circumstances, including when there is no unappropriated water available in the proposed source of supply. (NRS 533.325, 533.370, 533.371) Section 1 of this bill requires the State Engineer, in any basin in which there is water available for appropriation on July 1, 2019, to reserve 10 percent of the total remaining water. The water reserved by the State Engineer may only be used on a temporary basis in an emergency, including if the basin is under a declaration of drought. Consistent with this requirement, sections 3 and 4 of this bill require the State Engineer to reject an application for a permit to appropriate water if the water from the proposed source of supply has been reserved under section 1. Section 2 of this bill makes conforming changes.

Amendments - #340 & #753

SB150 Under existing law, planning commissions and certain governing bodies prepare and adopt a comprehensive, long-term general plan for the physical development of the city, county or region called a master plan. (NRS 278.150) Section 1 of this bill requires, with limited exception, the governing body of a county or municipality to develop and maintain a water resource plan. Section 1 further sets forth the requirements for such a plan. Existing law establishes a program to provide grants of money to purveyors of water and eligible recipients to pay certain costs relating to water. (NRS 349.981) Section 4 of this bill provides that the program may also provide grants of money to the governing body of a county or municipality to develop and maintain a water resource plan.

Amendment - #139

SB232 Existing law provides that a person who holds title to land within an irrigation district has the right to: (1) vote at an election of the district; (2) sign a petition related to the district; and (3) hold office on the board directors of the district. If land within an irrigation district is held in trust, the trustee may exercise these rights or, if there are multiple trustees, the trustees must designate one of

the trustees to exercise these rights. (NRS 539.123, 539.553) Sections 1 and 2 of this bill authorize such a trustee or trustees, as applicable, to instead designate a beneficiary of the trust to exercise these rights.

Amendments - None

SB236 Existing law requires a person to submit an application for a permit to change the place of diversion of water already appropriated. (NRS 533.325-533.345) Section 1 of this bill creates an exception from this requirement where: (1) both the original place of diversion and new place of diversion are located on the same property for which water has already been appropriated; and (2) the new place of diversion is located not more than 300 feet from the original place of diversion.

Amendments - #115 & #810

SB250 Existing law authorizes the State Engineer to require the dedication of a right to appropriate water in certain circumstances before approving a parcel map. (NRS 534.120) Existing law also authorizes the governing body of a county or city to adopt ordinances to regulate land, which may include an ordinance that requires the dedication of a right to appropriate water before approving the development, division or subdivision of a parcel of land. (NRS 278.020) Sections 1 and 3 of this bill provide that any right to appropriate water that has been dedicated to a public entity in order to ensure a sufficient supply of water to certain parcels must remain so dedicated and must not be sold, leased or otherwise used for a purpose other than ensuring a sufficient water supply for such parcels until the modification or redevelopment of such parcels.

Amendments - #342, #752, & #959

SB433 Existing law sets forth the California-Nevada Compact for Jurisdiction on Interstate Waters, an interstate agreement between the States of California and Nevada pursuant to which courts and law enforcement officers in either state may arrest, prosecute and try offenders for certain prohibited conduct committed on Lake Tahoe or Topaz Lake. (NRS 171.077) Sections 1 and 2 of this bill change the name of the California-Nevada Compact for Jurisdiction on Interstate Waters to the California-Nevada Compact for Jurisdiction on Lake Tahoe and Topaz Lake. Section 2 grants law enforcement officers of the States of California or Nevada concurrent jurisdiction to arrest offenders for certain prohibited conduct on any land mass within 10 miles of Lake Tahoe or Topaz Lake. Section 2 provides that certain claims brought against officers or employees of the States of California or Nevada or an agency or political subdivision thereof are subject to the conditions and limitations on civil actions established by the state of that officer or employee. Section 4 of this bill provides that these changes become effective if the State of California enacts amendments to the Compact that are substantially identical.

Amendments - #322 & #556

SB499 Existing law creates the Division of Water Resources within the State Department of Conservation and Natural Resources. (NRS 232.090) Existing law also creates the Water Planning Section of the Division. (NRS 540.031) This bill: (1) creates the Advisory Board on Water Resources Planning and Drought Resiliency within the Division consisting of eight voting members appointed by the Governor and four nonvoting ex officio members; and (2) provides that the Advisory Board shall advise the Chief of the Water Planning Section, the Governor and the Legislature concerning policies for water resource planning and drought resiliency.

Amendments – None

## **AGENDA ITEM #32**

**CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 19, 2019

SUBJECT: Agenda Item #32 – For Discussion Only: Presentation by Christy Sullivan of the Lahontan Conservation District (LCD) on their river projects.

DISCUSSION: Christy Sullivan (LCD) will give a brief overview of the various projects the LCD has been working on over the past few years and future projects.

STAFF RECOMMENDATION: Receive and file.

## **STAFF REPORTS**



## **CARSON WATER SUBCONSERVANCY DISTRICT**

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 19, 2019

SUBJECT: Agenda Item #33 - For Information Only: Staff Report

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on May 15, 2019:

- 5/17/19 – Ed met with Director Giomi.
- 5/17/19 - Ed met with Director Penzel.
- 5/21/19 – Ed attended CTWCD Board meeting in Reno.
- 5/21/19 – Ed attended NWRA Board meeting via conference call.
- 5/22/19 – Catrina demonstrated Flood Model at Mark Twain Elementary School event at Carson River Park.
- 5/22/19 – Ed met with Geoff Brownell from Michael Baker to get update on the Goni Study.
- 5/22/19 – All attended CWSD Staff meeting.
- 5/23/19 – Ed attended NWRA meeting in Carson City.
- 5/29/19 – Ed and Catrina participated in Quick Book Accruals training.
- 5/30/19 – Ed attended the Dixie Valley field trip.
- 5/31/19 – Ed met with Pat Cates, Douglas County Manager.
- 5/31/19 – All staff participated in AmeriCorps River Float, Morgan Mill to Dayton.
- 6/1/19 – Debbie demonstrated Flood Model at Oodles of Noodles Festival in Dayton.
- 6/3/19 – Ed, Shane, Brenda and Debbie Met regarding the CWSD Video.
- 6/4/19 – Ed and Catrina met with Ashley from Pool/Pact.
- 6/4/19 - Ed met with Frankie from Lumos to discuss the “On Call” list for Flood Studies.
- 6/4/19 – Ed attended CVCD meeting.
- 6/5/19 – Brenda and Shane participated in AmeriCorps Intern interviews.
- 6/5/19 - Ed met with Shelley Read, NCE to discuss the “On Call” list for Flood Studies.
- 6/5/19 – Shane, Brenda and Ed participated in Flood Awareness Core Team meeting.
- 6/5/19 – Ed and Catrina attended the Administrative Committee meeting.
- 6/6/19 – Ed attended Douglas County Board meeting.
- 6/7/19 – Ed, Shane and Debbie met with The Nature Conservancy.
- 6/11/19 – Ed attended CTWCD Board meeting in Reno.
- 6/12/19 – Brenda participated in EPA Water Quality Webinar.
- 6/13/19 – Debbie met with River Wranglers to discuss FEMA – Flood Awareness.
- 6/17/19 – Brenda and Ed met with Robb Fellow and Rob Loveberg to Discuss Carson City draft Flood Ordinance.

STAFF RECOMMENDATION: Receive and file.

**NO CORRESPONDENCE**