



Carson Water Subconservancy District Board of Directors & Carson River Watershed Committee

REVISED NOTICE OF PUBLIC MEETING

*A healthy watershed
that meets the water
needs of all users*

DATE: August 16, 2023
TIME: 6:30 pm
LOCATION: Storey County Courthouse Slammer & County Museum
26 South B Street, Virginia City, NV 89440

The meeting will be preceded by a tour through 6 Mile Canyon flooding areas and more if time allows. The Board will meet at the Storey County Courthouse parking lot (26 South B Street, Virginia City, NV 89440) at **3:30 pm** and will carpool from there. We will have dinner at **5 pm** at Red Dog Saloon (76 North C Street, Virginia City) and our meeting will follow at **6:30 pm** back at the Storey County Courthouse Slammer & County Museum. A quorum of the CWSD Directors may be present at the events preceding the board meeting, but no action will be taken.

CWSD encourages Board Members to attend all field trips but virtual attendance at remote meetings *may be* available via [Zoom](#). If you prefer to phone in, call (669)900-9128. Meeting ID: 861 6971 1584; Passcode: 419588. (Note: *Wi Fi streaming cannot be guaranteed for field trip meetings.*)

AGENDA

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 limited ability to speak, write, or understand English and/or to those with disabilities who wish to join the meeting. Please contact Catrina Schambra at (775)887-7450 or email: catrina@cwsd.org at least 3 business days in advance so that arrangements can be made.

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 July 19, 2023

****CONSENT AGENDA****

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.

7. For Possible Action: Approval of Treasurer's Report for July 2023
8. For Possible Action: Approval of Payment of Bills for July 2023
9. For Possible Action: Approval of Addendum to Agreement #2022-13 The Nature

Conservancy to extend to December 31, 2023

10. For Possible Action: Approval of Agreement #2023-19 with Resource Concepts, Inc. to complete 90% Design of the Mexican Dam Portage, not to exceed \$27,600 and authorize the General manager to execute change orders up to 10% of the contract amount
11. For Possible Action: Approval of Addendum to Agreement #2022-1 - Michael Baker, Carson City Southeast ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
12. For Possible Action: Approval of Addendum to Agreement #2022-2 – Kimley-Horn, Carson City East ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
13. For Possible Action: Approval of Addendum to Agreement #2022-3 – Lumos & Associates, Inc., Virginia City/6 Mile ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
14. For Possible Action: Approval of Addendum to Agreement #2022-4 – JE Fuller, Buckeye Creek Flood Mitigation Design to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
15. For Possible Action: Approval of Addendum to Agreement #2022-24 - JE Fuller-Stagecoach ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
16. For Possible Action: Approval of Addendum to Agreement #2022-25 – Kimley-Horn, North Silver Springs ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
17. For Possible Action: Approval of Addendum A to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
18. For Possible Action: Approval of Addendum B to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study to assist with the update of the Carson River Floodplain Management Plan in an amount not to exceed \$10,000 and extend term to December 31, 2024
19. For Possible Action: Approval of Addendum to Agreement #2023-2 – Lumos & Associates, 30-Year Regional Drought & Water Sustainability Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
20. For Possible Action: Approval of Addendum to Agreement #2022-6 – Nichols Consulting Engineers (NCE), GIS Web Access System to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

21. For Possible Action: Approval of Addendum to Agreement #2023-12 – Neon Agency, I Am Carson River Watershed – Watershed Moments TV & Radio Campaign to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
22. For Possible Action: Approval of Addendum to Agreement #2023-17 – J-U-B Engineers, Inc., Fish Springs & Pinenut Creek Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
23. For Possible Action: Approval of Revision to CWSD Purchasing & Procedure Policy to update to current language of Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

24. For Discussion Only: Presentation by John Cobourn regarding the 25-Year Anniversary of the Carson River Coalition
25. For Discussion Only: Presentation on the Virginia City/6 Mile Canyon Area Drainage Master Plan
26. For Discussion Only: An Update on the 30-Year Regional Drought and Water Supply Study for the Carson River Watershed
27. For Discussion Only: Update on Lost Lakes
28. For Discussion Only: Staff Reports
General Manager
Legal
Correspondence
29. For Discussion Only: Directors & Committee Members Reports
30. 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.
31. For Possible Action: Adjournment

Supporting material for this meeting may be requested from Catrina Schambra at 775-887-7450 (catrina@cwsd.org) and is available on the CWSD website at <https://www.cwsd.org>

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

Dayton Utilities Complex
34 Lakes Blvd
Dayton, NV

Storey County Clerk's Office
26 S. B Street
Virginia City, 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., Suite 209
Carson City, NV

Alpine County Government Center
99 Water St.
Markleeville, CA

Minden Inn
1594 Esmeralda Avenue
Minden, NV

CWSD Website: <https://www.cwsd.org>

State Public Meetings Website: <http://notice.nv.gov>

AFFIDAVIT OF POSTING

The undersigned affirms that on or before **8 am on August 11, 2023**, he/she posted a copy of the **REVISED Notice of Public Meeting and Agenda for the August 16, 2023**, meeting of the Carson Water Subconservancy District Board of Directors, in accordance with NRS 241.020; said agenda was posted at the following location:

Posting 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
July 19, 2023

Draft Minutes

Chairperson Workman called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30pm in the Alpine County Administration Building, 99 Water St, Markleeville, CA. Roll call of the CWSD Board was taken and a quorum was determined to be present.

CWSD Directors present:

Stacy Giomi	Dave Nelson
Sharla Hales	Ernie Schank (<i>via Zoom</i>)
Tammy Hendrix (<i>via Zoom</i>)	Lisa Schuette
Jim Hindle (<i>via Zoom</i>)	Fred Stodieck
Cassi Koerner	Mike Workman

Directors Mark Gardner & Bus Scharmann were absent.

Roll call included CWSD Committee Members present – Charlie Dobson & David Griffith.

CWSD Staff & Guests present:

Brenda Hunt, CWSD	Debbie Neddenriep, CWSD
Edwin James, CWSD	Kelly Nicholas, CWSD AmeriCorps
Scott Keller, Lyon County (<i>via Zoom</i>)	Max Robinson, CWSD
Mike Kellogg, JE Fuller	Catrina Schambra, CWSD
Rachel Kieffer, AWG	Richard Waskowsky, JE Fuller
Patrick King, CWSD Attorney	
Freyja Knapp, EPA	

Chairperson Workman led the pledge of allegiance.

Item #4 – Discussion Only: Public Comment – None

Item #5 – For Possible Action: Approval of Agenda

Mr. James announced changes to the agenda order due to presenter schedules: After consent agenda Item 12, Item 14, Item 11 and then Item 13. Agenda Items 17 & 18 will be combined as Directors Reports & Committee Members Reports.*

Director Stodieck made a motion to approve the July 19, 2023, Agenda, with announced changes as requested. 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 June 21, 2023

Director Koerner made a motion to approve the Board Meeting Minutes of June 21, 2023, as presented. The motion was seconded by Director Nelson and unanimously approved by the Board.

****CONSENT AGENDA****

Item #7 – For Possible Action: Approval of Treasurer’s Report for June 2023

Item #8 – For Possible Action: Approval of Payment of Bills for June 2023

Item #9 – For Possible Action: Approval of the Agreement #2023-17 – J-U-B, Engineers, Inc: Fish Springs Flood Study in Douglas County, not to exceed \$137,000

Item #10 – For Possible Action: Approval of Agreement #2023-16 – Stantec: Clear Creek LOMR (FEMA Response), not to exceed \$5,945

Director Schuette asked that Item #8 be pulled for further discussion.

Director Giomi made a motion to approve the Consent Agenda Items #7, #9 and #10 as presented. The motion was seconded by Director Stodieck and unanimously approved by the Board.

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

Item #8 – For Possible Action: Approval of Payment of Bills for June 2023

Director Schuette questioned why there were areas in the transaction report that showed accounts with no activity, specifically the Director Fees. Mr. James explained that Director Fees are only paid once per month and it depends on the close of a payroll period and the Board meeting date as to when CWSD can submit for payment via Carson City payroll. Each pay period that occurs in the month is shown on the transaction report, including all payees whether paid on that pay period or not. The June Board payroll will show in the July transactions.

Director Schuette made a motion to approve Consent Agenda Item #8 as presented. The motion was seconded by Director Koerner and unanimously approved by the Board.

***Item #12 - For Discussion Only:** Presentation on the Buckeye Creek Study in Douglas County

Mr. Kellogg , Vice President, JE Fuller Hydrology & Geomorphology, gave an abbreviated version of the public presentation of the results of the Buckeye Creek Flood Mitigation Design Concept Project. The Douglas County Public Meeting was on July 18 and was well attended with 50-60 in attendance. There is a lot of community interest in this issue. Buckeye Creek is an 80 square mile watershed. This area is a priority for Douglas County and this project is the preliminary planning to a costly but necessary infrastructure project. Mr. James emphasized that this preplanning is very important to move forward. [Click here to view presentation slides.](#)

No action taken.

***Item #14 - For Discussion Only:** Presentation by CWSD staff regarding the Get on the Bus Tour Evaluations

Ms. Nicholas gave a summary report of the evaluations from the attendees of the CWSD 2-Day Get on the Bus Tour, June 13-14, 2023. This was the first CWSD Bus Tour since 2018 and it was a well-attended, successful event

[Click here to review 2023 Get on the Bus Tour Evaluations.](#)

No action taken.

***Item #11 - For Discussion Only: Presentation by the EPA on the Leviathan Superfund Project**

Freyja Knapp, Superfund - Project Manager, US EPA Region 9, led the CWSD Board tour of the Leviathan Superfund Site prior to tonight's meeting. She gave a follow up presentation. Director Nelson asked about East Fork fishing. Ms. Knapp reported a fish study above the East Fork will be coming out soon. Committee Member Griffith asked how much money has been spent on the Superfund site. Richfield spends approximately \$10 million per year. Director Schank asked if there is any value in the resale of minerals. Ms. Knapp said Atlantic Richfield has studied that in the past, but it is not cost effective. There was continued discussion on the costs of the project and the reporting requirements.

[Click here to view presentation slides.](#)

No action taken.

***Item #13 - For Discussion Only: Presentation by the Alpine Watershed Group regarding activities in Alpine County**

Rachel Kieffer, Headwaters Coordinator of Alpine Watershed Group (AWG) gave an update on activities and accomplishments during the past year. AWG now has 3 staff members, adding Forest Health Coordinator, Wes Mosley recently. AWG is excited to be able to expand the team and happy to also be adding two AmeriCorps Fellows in the Fall. The US Forest Service honored AWG with the Forest Service 2022 Volunteers Program Citizenship Stewardship & Partnerships Award! She was also happy to report that agreements to finally move forward with the Markleeville Creek Restoration Project have been approved and will be moving forward!

[Click here to view presentation slides.](#)

No action taken.

Item #15 - For Possible Action: Approval of Revision to the CWSD Travel Policy

Mr. James reported that the idea of revising the Travel Policy is mainly due to when CWSD moves the Board meetings in the summer. Since the meetings do not start until 6:30 pm and can last until 9pm or later, there is a concern that board members and staff may have a long drive back to their homes. The Administrative Committee met on June 2, 2023, and agreed to recommend this revision to allow Board Members and staff who live further than 70-miles from the Board meeting location to obtain hotel accommodation for that night. CWSD will cover the cost of the hotel room only up to the federal per diem rate. He thinks it probably will not be used but thinks it a good idea to have that option available if it is needed.

Director Giomi made a motion to approve the Revision to the CWSD Travel Policy as presented. The motion was seconded by Director Stodieck and unanimously approved by the Board.

Item #16 - For Discussion Only: Staff Reports

Mr. James reported the following:

- He will probably do another Water Year Report in October to report on the final data from the historic snowmelt and precipitation. He reported the state was concerned about water in Marlette so they dropped the water level by 7 feet in April, based on a consultant recommendation, but the water level only rose 4 feet. This year was difficult to predict and it will be interesting to see the data when at the end of the melt.

Ms. Hunt reported the following:

- She is happy to report that Kelly Nicholas, AmeriCorps Watershed Technician has agreed to stay on for another year!
- **Legal** – None

Correspondence – Correspondence (1) Friends of Hope Valley Card

No action was taken.

***Item #17/18 – For Discussion Only: Directors & Committee Members Reports –**

- Director Schank reported that July 14 was the peak date at Lahontan, which is the same peak day as 2017! Stream flows will be dropping drastically in the coming weeks.
- Director Hindle is looking forward to seeing everyone in Storey County next month.
- Committee Member Griffith reported the Forest Health Committee Working Group meeting had 30 people attend. Discussions on what makes a resilient forest, areas where it didn't burn, etc. On August 26 the group will tour the area looking at fire treatment.
- Director Giomi reported that Carson City had a fatality in the river, possibly two. The river is very dangerous during these high flows. The deceased and missing were in kayaks.

No action was taken.

Item #19 – For Discussion Only: Public Comment – None.

There being no further business to come before the Board, Chairperson Workman adjourned the meeting at 8:33pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #7

TREASURER'S REPORT

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

08/01/23

Balance Sheet

Cash Basis

As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	2,151.73
1014-00 · Local Gov't Inv. Pool-Regular	663,585.34
1030-00 · Petty Cash	132.16
Total Checking/Savings	665,869.23
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	666,369.23
TOTAL ASSETS	666,369.23
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	24,979.38
3362-00 · Accrued sick leave	65,334.98
Total Other Current Liabilities	90,314.36
Total Current Liabilities	90,314.36
Total Liabilities	90,314.36
Equity	
4000-00 · Fund Balance	603,791.61
Net Income	-27,736.74
Total Equity	576,054.87
TOTAL LIABILITIES & EQUITY	666,369.23

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

08/01/23

Profit & Loss Budget vs. Actual

Cash Basis

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5007-00 · Storey County Contribution		17,665.04	-17,665.04	
5008-00 · Alpine Co. Joint Powers contrib		13,088.75	-13,088.75	
5009-00 · Churchill County Ad Valorem		257,925.40	-257,925.40	
5010-00 · Lyon County Ad Valorem		239,718.66	-239,718.66	
5011-00 · Douglas County Ad Valorem		747,737.96	-747,737.96	
5012-00 · Carson City Ad Valorem		535,257.11	-535,257.11	
5022-00 · Water Lease - Mud Lake		58,000.00	-58,000.00	
5023-00 · Water Lease-Lost Lakes		880.00	-880.00	
5031-00 · Interest Income-LGIP Gen.Fund	3,672.31	16,587.80	-12,915.49	22.1%
5050-00 · Watershed Coordinator Grant				
5050-15 · NDEP WS COORD VI 2023		126,600.00	-126,600.00	
Total 5050-00 · Watershed Coordinator Grant		126,600.00	-126,600.00	
5058-00 · 208 Water Quality Plan				
5058-06 · NDEP 208 Water Quality AG		20,171.00	-20,171.00	
Total 5058-00 · 208 Water Quality Plan		20,171.00	-20,171.00	
5060-00 · Misc. Income/Watershed Tour		6,000.00	-6,000.00	
5082-00 · Alpine Co.-CASGEM Grant		1,250.00	-1,250.00	
5101-00 · State Parks Aquatic Trail Grant		25,030.00	-25,030.00	
5406-00 · NDEM 30-Yr Drought Plan		119,400.00	-119,400.00	
6007-00 · FEMA-MAS #12		124,000.00	-124,000.00	
6008-00 · FEMA - COMS #1		491,400.00	-491,400.00	
Total Income	3,672.31	2,800,711.72	-2,797,039.41	0.1%
Expense				
7015-00 · Salaries & Wages	17,279.34	529,400.00	-512,120.66	3.3%
7020-00 · Employee Benefits	6,438.12	212,800.00	-206,361.88	3.0%
7021-00 · Workers Comp Ins.		1,000.00	-1,000.00	
7101-00 · Director's Fees				
7101-02 · Director's Fees-Alpine Co.	160.00		160.00	100.0%
7101-00 · Director's Fees - Other		18,000.00	-18,000.00	
Total 7101-00 · Director's Fees	160.00	18,000.00	-17,840.00	0.9%
7102-00 · Insurance		5,400.00	-5,400.00	
7103-00 · Office Supplies	249.69	4,800.00	-4,550.31	5.2%
7104-00 · Postage	96.50	1,600.00	-1,503.50	6.0%
7105-00 · Rent	3,414.40	40,972.80	-37,558.40	8.3%
7106-00 · Telephone/Internet	267.25	5,300.00	-5,032.75	5.0%
7107-00 · Travel-transport/meals/lodging				
7107-01 · Car Allowance	250.00		250.00	100.0%
7107-00 · Travel-transport/meals/lodging - Other	441.72	19,000.00	-18,558.28	2.3%
Total 7107-00 · Travel-transport/meals/lodging	691.72	19,000.00	-18,308.28	3.6%
7108-00 · Dues & Publications	5.00	1,600.00	-1,595.00	0.3%
7109-00 · Miscellaneous Expense		1,000.00	-1,000.00	
7110-00 · Conferences & Education		3,500.00	-3,500.00	
7111-00 · Office Equipment	240.90	6,600.00	-6,359.10	3.7%
7112-00 · Bank Charges		50.00	-50.00	
7114-00 · Outside Professional Services	120.00	50,000.00	-49,880.00	0.2%
7115-00 · Accounting		16,800.00	-16,800.00	
7116-00 · Legal		30,000.00	-30,000.00	
7117-00 · Lost Lakes Expenses	180.00	15,000.00	-14,820.00	1.2%
7118-00 · Mud Lake O & M		1,500.00	-1,500.00	
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		1,000.00	-1,000.00	
7120-55 · NDEP WS COORD VI 2023	239.03	55,900.00	-55,660.97	0.4%
7120-56 · NDEP WS COORD VI 2023 (MATCH)		18,550.00	-18,550.00	

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

08/01/23

Profit & Loss Budget vs. Actual

Cash Basis

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
Total 7120-00 · Integrated Watershed Programs	239.03	75,450.00	-75,210.97	0.3%
7126-01 · NDEM 30-Year Drought Plan	0.66	90,000.00	-89,999.34	0.0%
7127-00 · State Parks Aquatic Trail	1,020.00	19,770.00	-18,750.00	5.2%
7215-03 · Sierra NV Journeys 23-24		3,279.00	-3,279.00	
7332-09 · RW CCR Work Days 23-24		30,000.00	-30,000.00	
7337-00 · Carson River Restoration				
7337-02 · Dayton Valley Conservation Dist				
7337-40 · DVCD Bank Stab & Bridge 23-24		100,000.00	-100,000.00	
Total 7337-02 · Dayton Valley Conservation Dist		100,000.00	-100,000.00	
Total 7337-00 · Carson River Restoration		100,000.00	-100,000.00	
7337-01 · Carson Valley Conserv District				
7337-30 · CVCD Carson River Repairs 23-24		215,000.00	-215,000.00	
Total 7337-01 · Carson Valley Conserv District		215,000.00	-215,000.00	
7337-04 · Lahontan Conserv.Dist				
7337-46 · LCD Clearing & Sand Bars 23-24		29,500.00	-29,500.00	
Total 7337-04 · Lahontan Conserv.Dist		29,500.00	-29,500.00	
7404-00 · Noxious Weeds Control-CR Wtrshd		90,000.00	-90,000.00	
7406-00 · 208 Water Quality Mgmt. Plan		3,340.00	-3,340.00	
7406-04 · NDEP 208 Water Qual AG 2022-23	105.00		105.00	100.0%
7440-72 · MB Web Access Match-Hosting Fee		7,200.00	-7,200.00	
7441-00 · FEMA - MAS #12				
7441-07 · Trvl/Hotel/Meals/Conf/Mileage	875.00		875.00	100.0%
7441-00 · FEMA - MAS #12 - Other	10.80	93,408.00	-93,397.20	0.0%
Total 7441-00 · FEMA - MAS #12	885.80	93,408.00	-92,522.20	0.9%
7442-00 · FEMA - COMS 1	15.64	462,700.00	-462,684.36	0.0%
7500-00 · USGS Monitoring Contracts				
7500-05 · USGS Stream Flow Gages 23-24		89,603.00	-89,603.00	
7510-01 · USGS GW & WQ 23-24		44,200.00	-44,200.00	
Total 7500-00 · USGS Monitoring Contracts		133,803.00	-133,803.00	
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM		5.00	-5.00	
7600-15 · AWG Programs 23-24		30,000.00	-30,000.00	
Total 7600-00 · Alpine County Projects		30,005.00	-30,005.00	
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00	-125,000.00	
Total 7610-00 · Douglas County Projects		125,000.00	-125,000.00	
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service		125,000.00	-125,000.00	
Total 7620-00 · Carson City Projects		125,000.00	-125,000.00	
7630-00 · Lyon County Projects				
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25		90,000.00	-90,000.00	
Total 7630-00 · Lyon County Projects		90,000.00	-90,000.00	
7640-00 · Churchill County Projects				
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24		15,000.00	-15,000.00	
7640-22 · Dixie Valley Wtr Lvl 2022-25		23,000.00	-23,000.00	
Total 7640-00 · Churchill County Projects		38,000.00	-38,000.00	
Total Expense	31,409.05	2,725,777.80	-2,694,368.75	1.2%

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

08/01/23

Profit & Loss Budget vs. Actual

Cash Basis

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
Net Ordinary Income	-27,736.74	74,933.92	-102,670.66	-37.0%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		552,926.50	-552,926.50	
8009-00 · Trans. In-Floodplain Mgmt. Fd.		7,200.00	-7,200.00	
8015-00 · Trans. In-Acq/Const. Fund		90,000.00	-90,000.00	
Total Other Income		650,126.50	-650,126.50	
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund		75,000.00	-75,000.00	
8008-00 · Preliminary Planning		400,000.00	-400,000.00	
8014-00 · Trans. Out-Floodplain Mgmt. Fd.		90,000.00	-90,000.00	
Total Other Expense		565,000.00	-565,000.00	
Net Other Income		85,126.50	-85,126.50	
Net Income	-27,736.74	160,060.42	-187,797.16	-17.3%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

July 2023

	Jul 23	Jul 23
Ordinary Income/Expense		
Income		
5009-00 · Churchill County Ad Valorem		
5010-00 · Lyon County Ad Valorem		
5011-00 · Douglas County Ad Valorem		
5031-00 · Interest Income-LGIP Gen.Fund	3,672.31	3,672.31
5060-00 · Misc. Income/Watershed Tour		
6007-00 · FEMA-MAS #12		
6008-00 · FEMA - COMS #1		
Total Income	3,672.31	3,672.31
Expense		
7015-00 · Salaries & Wages	17,279.34	17,279.34
7020-00 · Employee Benefits	6,438.12	6,438.12
7021-00 · Workers Comp Ins.		
7101-00 · Director's Fees		
7101-01 · Director Benefits		
7101-02 · Director's Fees-Alpine Co.	160.00	160.00
7101-00 · Director's Fees - Other		
Total 7101-00 · Director's Fees	160.00	160.00
7103-00 · Office Supplies	249.69	249.69
7104-00 · Postage	96.50	96.50
7105-00 · Rent	3,414.40	3,414.40
7106-00 · Telephone/Internet	267.25	267.25
7107-00 · Travel-transport/meals/lodging		
7107-01 · Car Allowance	250.00	250.00
7107-00 · Travel-transport/meals/lodging - Other	441.72	441.72
Total 7107-00 · Travel-transport/meals/lodging	691.72	691.72
7108-00 · Dues & Publications	5.00	5.00
7111-00 · Office Equipment	240.90	240.90
7114-00 · Outside Professional Services	120.00	120.00
7116-00 · Legal		
7117-00 · Lost Lakes Expenses	180.00	180.00
7120-00 · Integrated Watershed Programs		
7120-07 · Watershed Tour		
7120-55 · NDEP WS COORD VI 2023	239.03	239.03
7120-56 · NDEP WS COORD VI 2023 (MATCH)		
Total 7120-00 · Integrated Watershed Programs	239.03	239.03
7126-01 · NDEM 30-Year Drought Plan	0.66	0.66
7127-00 · State Parks Aquatic Trail	1,020.00	1,020.00
7337-04 · Lahontan Conserv.Dist		
7337-44 · LCD- Lower Carson 21-22(EXT)		
7337-45 · LCD Clearing & Sand Bars 22-23		
Total 7337-04 · Lahontan Conserv.Dist		
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-04 · NDEP 208 Water Qual AG 2022-23	105.00	105.00
7441-00 · FEMA - MAS #12		
7441-02 · CC Southeast ADMP - KH		
7441-03 · VC 6-Mile Cyn ADMP-Lumos		
7441-04 · Buckeye Creek -JEF		
7441-07 · Trvl/Hotel/Meals/Conf/Mileage	875.00	875.00

4:39 PM

08/01/23

Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Profit & Loss YTD Comparison
July 2023

	Jul 23	Jul 23
7441-08 · FAW -2023		
7441-00 · FEMA - MAS #12 - Other	10.80	10.80
Total 7441-00 · FEMA - MAS #12	885.80	885.80
7442-00 · FEMA - COMS 1		
7442-01 · Stagecoach ADMP - JEF		
7442-02 · North Silver Springs ADMP - KH		
7442-00 · FEMA - COMS 1 - Other	15.64	15.64
Total 7442-00 · FEMA - COMS 1	15.64	15.64
7500-00 · USGS Monitoring Contracts		
7500-04 · USGS Stream Flow Gauges 21-23		
7508-04 · DoCo WQ/GW Mon. 2021-23		
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-23		
7526-01 · USGS Middle Carson GW 2020-24		
7529-00 · USGS Water Resources 2022-24		
Total 7500-00 · USGS Monitoring Contracts		
7630-00 · Lyon County Projects		
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25		
Total 7630-00 · Lyon County Projects		
7640-00 · Churchill County Projects		
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24		
7640-22 · Dixie Valley Wtr Lvl 2022-25		
Total 7640-00 · Churchill County Projects		
Total Expense	31,409.05	31,409.05
Net Ordinary Income	-27,736.74	-27,736.74
Net Income	-27,736.74	-27,736.74

9:31 AM

08/01/23

Cash Basis

Floodplain Management Fund
Balance Sheet
As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	377,962.37
Total Checking/Savings	377,962.37
Total Current Assets	377,962.37
TOTAL ASSETS	377,962.37
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	376,462.69
Net Income	1,499.68
Total Equity	377,962.37
TOTAL LIABILITIES & EQUITY	377,962.37

9:31 AM

08/01/23

Cash Basis

Floodplain Management Fund

Profit & Loss Budget vs. Actual

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	1,499.68	6,526.50	-5,026.82	23.0%
Total Income	1,499.68	6,526.50	-5,026.82	23.0%
Expense				
8009-01 · Reg. Flood Preliminary Planning	0.00	150,000.00	-150,000.00	0.0%
8009-07 · Web Hosting (MB)	0.00	7,200.00	-7,200.00	0.0%
8009-09 · TCID Diversion Dam 23-24	0.00	50,000.00	-50,000.00	0.0%
8009-10 · AWG Geomorpholoical Study 23-25	0.00	83,350.00	-83,350.00	0.0%
Total Expense	0.00	290,550.00	-290,550.00	0.0%
Net Ordinary Income	1,499.68	-284,023.50	285,523.18	-0.5%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	217,550.00	-217,550.00	0.0%
8001-03 · Trans. In	0.00	90,000.00	-90,000.00	0.0%
Total Other Income	0.00	307,550.00	-307,550.00	0.0%
Net Other Income	0.00	307,550.00	-307,550.00	0.0%
Net Income	1,499.68	23,526.50	-22,026.82	6.4%

Floodplain Management Fund
Profit & Loss YTD Comparison
July 2023

	Jul 23	Jul 23
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	1,499.68	1,499.68
Total Income	1,499.68	1,499.68
Net Ordinary Income	1,499.68	1,499.68
Net Income	1,499.68	1,499.68

9:35 AM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

08/01/23

Balance Sheet

Cash Basis

As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Acqui/Cons	1,179,346.36
Total Checking/Savings	1,179,346.36
Total Current Assets	1,179,346.36
TOTAL ASSETS	1,179,346.36
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	1,174,775.03
Net Income	4,571.33
Total Equity	1,179,346.36
TOTAL LIABILITIES & EQUITY	1,179,346.36

9:36 AM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

08/01/23

Profit & Loss Budget vs. Actual

Cash Basis

July 2023

	Jul 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Acqui/Co	4,571.33	35,446.32	-30,874.99	12.9%
Total Income	4,571.33	35,446.32	-30,874.99	12.9%
Expense				
8015-04 · Construction Projects		1,100,000.00	-1,100,000.00	
8015-05 · Lyon Cty Utility ROW Hwy 50 SS		90,000.00	-90,000.00	
Total Expense		1,190,000.00	-1,190,000.00	
Net Ordinary Income	4,571.33	-1,154,553.68	1,159,125.01	-0.4%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		1,181,544.00	-1,181,544.00	
8001-01 · Transfer In from General Fund		75,000.00	-75,000.00	
Total Other Income		1,256,544.00	-1,256,544.00	
Net Other Income		1,256,544.00	-1,256,544.00	
Net Income	4,571.33	101,990.32	-97,418.99	4.5%

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Profit & Loss YTD Comparison

July 2023

	Jul 23	Jul 23
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Acqui/Co	4,571.33	4,571.33
Total Income	4,571.33	4,571.33
Net Ordinary Income	4,571.33	4,571.33
Net Income	4,571.33	4,571.33

AGENDA ITEM #8

PAYMENT OF BILLS

9:47 AM
08/02/23
Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
July 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 · Cash in Checking - U. S. Bank						
Check	07/03/2023	11015	Kelly Nicholas	2nd Qtr Mileage Reimbursement	-146.78	-146.78
Check	07/03/2023	11016	VOID	VOID		-146.78
Check	07/03/2023	11018	JE Fuller Hydrology...	#P3832.01-13 & #P3987.01-6	-19,591.70	-19,738.48
Check	07/03/2023	11017	VOID	VOID		-19,738.48
Check	07/05/2023	11019	Euronev, Ltd.	#74334 July Rent	-3,414.40	-23,152.88
Check	07/05/2023	11020	Pacific Office Auto...	Customer#710047	-153.20	-23,306.08
Check	07/05/2023	11021	Churchill Co.Mosqu...	Noxious Weed Abatement FY 22/23	-15,000.00	-38,306.08
Check	07/06/2023	11022	Carson City	CWSD Payroll #14	-40,131.44	-78,437.52
Check	07/07/2023	ACH	Intuit QuickBooks	Checks reorder #0024925968	-201.88	-78,639.40
Deposit	07/07/2023			Deposit	169.98	-78,469.42
Check	07/10/2023	ACH	Nevada Retail Netw...	2nd Qtr 2023	-407.99	-78,877.41
Check	07/11/2023	11023	Lumos & Assoc., Inc.	Inv#118318 & Inv#118514	-20,281.80	-99,159.21
Check	07/12/2023	11024	Kimley-Horn & Ass...	25253433 & 25332967	-18,625.25	-117,784.46
Check	07/12/2023	11025	River Wranglers	FAW Inv#5	-633.49	-118,417.95
Check	07/12/2023	11026	Pacific Office Auto...	Acct#1055811531	-206.27	-118,624.22
Check	07/12/2023	11027	Regen Ag Lab	Acct #1297	-105.00	-118,729.22
Check	07/12/2023	11028	King & Russo, Ltd.	Professional Services June 2023	-2,000.00	-120,729.22
Check	07/14/2023	11029	NEON Agency	INV #1448 FY22/23	-1,000.00	-121,729.22
Check	07/14/2023	11030	Lahontan Conserva...	CWSD 21/22 & 22/23	-52,000.00	-173,729.22
Deposit	07/18/2023			Deposit	24,604.47	-149,124.75
Check	07/20/2023	11031	Edwin James	7/19/23 Bd Meal Reimbursement	-441.72	-149,566.47
Check	07/21/2023	11032	Carson City	CWSD Payroll #15	-28,509.76	-178,076.23
Check	07/21/2023	11033	Charles Dobson	July Director Fee	-80.00	-178,156.23
Check	07/21/2023	11034	David Griffith	July Director Fee	-80.00	-178,236.23
Check	07/24/2023	11035	Floodplain Manage...	2023 Conf Reg/Neddenriep	-875.00	-179,111.23
Deposit	07/24/2023			Deposit	100,000.00	-79,111.23
Check	07/24/2023	11036	Churchill County	Lahontan Vly. & Dixie Vly. Wtr. Lvl. Meas.	-14,626.27	-93,737.50
Check	07/26/2023	11037	Lyon County Utilitie...	HWY 50 ROW FY 22/23	-788.00	-94,525.50
Check	07/26/2023	11038	Bank of America	Acct. #4024 4910 0003 3949	-582.57	-95,108.07
Deposit	07/27/2023			Deposit	62,311.99	-32,796.08
Check	07/27/2023	11039	Douglas County Pa...	Noxious Weed Abatement FY 22/23	-15,000.00	-47,796.08
Check	07/27/2023	ACH	U.S. Geological Sur...	Quarterly Payments FY 22/23	-55,899.95	-103,696.03
Check	07/27/2023	11040	Shane Fryer	July 2023	-1,365.00	-105,061.03
Check	07/27/2023	11041	Carson City Parks,...	Noxious Weed Abatement FY 22/23	-14,999.51	-120,060.54
Check	07/31/2023	11042	El Dorado County D...	Noxious Weed Abatement FY 22/23	-11,019.39	-131,079.93
Total 1013-00 · Cash in Checking - U. S. Bank					-131,079.93	-131,079.93
1014-00 · Local Gov't Inv. Pool-Regular						
Deposit	07/01/2023			Interest	3,672.31	3,672.31
Deposit	07/24/2023		LGIP	Transfer From LGIP General Fund to US Bank Ch...	-100,000.00	-96,327.69
Total 1014-00 · Local Gov't Inv. Pool-Regular					-96,327.69	-96,327.69
1030-00 · Petty Cash						
General J...	07/31/2023			JUNE & JULY (FINAL FY 22/23) Petty Cash Repl...	32.16	32.16
Total 1030-00 · Petty Cash					32.16	32.16
1050-00 · Taxes Receivable						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-24,409.90	-24,409.90
Total 1050-00 · Taxes Receivable					-24,409.90	-24,409.90
1110-00 · Due from Grantor Agency						
General J...	07/01/2023	CAT-...		Reverse of GJE CAT-1 -- To Post Cash to FYE 6/...	60,281.84	60,281.84
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-62,311.99	-2,030.15
Total 1110-00 · Due from Grantor Agency					-2,030.15	-2,030.15
2000 · *Accounts Payable						
General J...	07/01/2023	CAT-...	Miscellaneous	To Post cash to FY22/23 -6/30/2023 Wages & Be...	4,307.46	4,307.46
General J...	07/01/2023	CAT-...	Miscellaneous	To Post Cash to FYE 6/30/2023	222,045.29	226,352.75
Total 2000 · *Accounts Payable					226,352.75	226,352.75
3307-00 · CC Payroll Due						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-273.98	-273.98
Check	07/06/2023	11022	Carson City	Payroll #14 (6/16/2023-6/29/2023) (FY22-23)	40,131.44	39,857.46
General J...	07/07/2023			June Meals	273.98	40,131.44

9:47 AM
08/02/23
Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
July 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
General J...	07/07/2023			Payroll #14 (6/16/2023-6/29/2023)	-40,405.42	-273.98
General J...	07/21/2023			Payroll #15 (6/30/2023-7/13/2023)	-28,509.76	-28,783.74
Check	07/21/2023	11032	Carson City	Payroll #15 (6/30/2023-7/14/2023) (1 Day Charge...	28,509.76	-273.98
Total 3307-00 · CC Payroll Due					-273.98	-273.98
5009-00 · Churchill County Ad Valorem						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	12,642.15	12,642.15
Deposit	07/18/2023	137522	Churchill County	4th Qtr Ad Valorem Taxes	-12,642.15	
Total 5009-00 · Churchill County Ad Valorem						
5010-00 · Lyon County Ad Valorem						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	8,671.61	8,671.61
Deposit	07/18/2023	173306	Lyon County	4th Qtr Ad Valorem Taxes	-8,671.61	
Total 5010-00 · Lyon County Ad Valorem						
5011-00 · Douglas County Ad Valorem						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	3,096.14	3,096.14
Deposit	07/18/2023	740617	Douglas County Tre...	June Ad Valorem Taxes	-3,096.14	
Total 5011-00 · Douglas County Ad Valorem						
5031-00 · Interest Income-LGIP Gen.Fund						
Deposit	07/01/2023			Interest	-3,672.31	-3,672.31
Total 5031-00 · Interest Income-LGIP Gen.Fund					-3,672.31	-3,672.31
5060-00 · Misc. Income/Watershed Tour						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	235.06	235.06
Deposit	07/18/2023	9031...	Carson City	GOTB Tour Registration - Gregg Berggren	-175.00	60.06
General J...	07/31/2023			Debbie Neddenriep - Returned Items from GOTB ...	-60.06	
Total 5060-00 · Misc. Income/Watershed Tour						
6007-00 · FEMA-MAS #12						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	37,924.09	37,924.09
Deposit	07/27/2023		FEMA	Draw 16	-37,924.09	
Total 6007-00 · FEMA-MAS #12						
6008-00 · FEMA - COMS #1						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	24,387.90	24,387.90
Deposit	07/27/2023		FEMA	Draw 7	-24,387.90	
Total 6008-00 · FEMA - COMS #1						
7015-00 · Salaries & Wages						
General J...	07/01/2023	CAT-...		Reverse of GJE CAT-2 -- To Post cash to FY22/2...	-1,586.38	-1,586.38
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Salary 6/30/23 Hunt (7 ...	-343.28	-1,929.66
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Salary 6/30/23 James (...	-655.28	-2,584.94
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Salary 6/30/23 Neddenri...	-317.28	-2,902.22
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Salary 6/30/23 Robinso...	-231.90	-3,134.12
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Salary 6/30/23 Schambr...	-293.04	-3,427.16
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-31,021.41	-34,448.57
General J...	07/07/2023			June Meals	-117.42	-34,565.99
General J...	07/07/2023			Salary Payroll #14 Fryer	12,359.87	-22,206.12
General J...	07/07/2023			Salary Payroll #14 Hunt	3,672.93	-18,533.19
General J...	07/07/2023			Salary Payroll #14 James	6,572.17	-11,961.02
General J...	07/07/2023			Salary Payroll #14 Neddenriep	2,577.49	-9,383.53
General J...	07/07/2023			Salary Payroll #14 Robinson	2,771.26	-6,612.27
General J...	07/07/2023			Salary Payroll #14 Schambra	2,950.27	-3,662.00
General J...	07/21/2023			Salary Payroll #15 Fryer	1,586.38	-2,075.62
General J...	07/21/2023			Salary Payroll #15 Hunt	3,303.32	1,227.70
General J...	07/21/2023			Salary Payroll #15 James	7,247.40	8,475.10
General J...	07/21/2023			Salary Payroll #15 Neddenriep	2,821.88	11,296.98
General J...	07/21/2023			Salary Payroll #15 Robinson	2,840.62	14,137.60
General J...	07/21/2023			Salary Payroll #15 Schambra	3,141.74	17,279.34
Total 7015-00 · Salaries & Wages					17,279.34	17,279.34

9:47 AM
08/02/23
Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
July 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
7020-00 · Employee Benefits						
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Benies 6/30/23 Fryer (A...	-23.00	-23.00
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Benies 6/30/23 Hunt (7 ...	-189.82	-212.82
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Benies 6/30/23 James (...	-290.93	-503.75
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Benies 6/30/23 Neddenr...	-209.29	-713.04
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Benies 6/30/23 Robinso...	-70.93	-783.97
General J...	07/01/2023	CAT-...		To Post cash to FY22/23 -Benies 6/30/23 Schamb...	-96.33	-880.30
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-8,037.55	-8,917.85
General J...	07/07/2023			Benies Payroll #14 Fryer	981.49	-7,936.36
General J...	07/07/2023			Benies Payroll #14 Hunt	1,763.64	-6,172.72
General J...	07/07/2023			Benies Payroll #14 James	2,692.79	-3,479.93
General J...	07/07/2023			Benies Payroll #14 Neddenriep	1,229.12	-2,250.81
General J...	07/07/2023			Benies Payroll #14 Robinson	442.70	-1,808.11
General J...	07/07/2023			Benies Payroll #14 Schambra	927.81	-880.30
General J...	07/21/2023			Benies Payroll #15 Fryer	23.00	-857.30
General J...	07/21/2023			Benies Payroll #15 Hunt	1,654.15	796.85
General J...	07/21/2023			Benies Payroll #15 James	2,909.28	3,706.13
General J...	07/21/2023			Benies Payroll #15 Neddenriep	1,311.20	5,017.33
General J...	07/21/2023			Benies Payroll #15 Robinson	457.50	5,474.83
General J...	07/21/2023			Benies Payroll #15 Schambra	963.29	6,438.12
Total 7020-00 · Employee Benefits					6,438.12	6,438.12
7021-00 · Workers Comp Ins.						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-407.99	-407.99
Check	07/10/2023	ACH	Nevada Retail Netw...	Workers Comp Insurance - 2nd Qtr 2023 (FY22-...	407.99	
Total 7021-00 · Workers Comp Ins.						
7101-00 · Director's Fees						
7101-01 · Director Benefits						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-17.32	-17.32
General J...	07/07/2023			Director Fee Payroll #14 Gardner (6/21/23 Bd Mtg)	1.44	-15.88
General J...	07/07/2023			Director Fee Payroll #14 Giomi (6/2/23 Admin Co...	1.16	-14.72
General J...	07/07/2023			Director Fee Payroll #14 Hales (No meetings this ...		-14.72
General J...	07/07/2023			Director Fee Payroll #14 Hendrix (6/21/23 Bd Mtg)	1.44	-13.28
General J...	07/07/2023			Director Fee Payroll #14 Hindle (6/21/23 Bd Mtg)	1.44	-11.84
General J...	07/07/2023			Director Fee Payroll #14 Koerner (6/2/23 Admin ...	2.60	-9.24
General J...	07/07/2023			Director Fee Payroll #14 Nelson (6/2/23 Admin C...	1.16	-8.08
General J...	07/07/2023			Director Fee Payroll #14 Schank (6/21/23 Bd Mtg)	1.44	-6.64
General J...	07/07/2023			Director Fee Payroll #14 Scharmann (6/2/23 Admi...	1.16	-5.48
General J...	07/07/2023			Director Fee Payroll #14 Schuette (6/21/23 Bd Mtg)	1.44	-4.04
General J...	07/07/2023			Director Fee Payroll #14 Stodieck (6/21/23 Bd Mtg)	1.44	-2.60
General J...	07/07/2023			Director Fee Payroll #14 Workman (6/2/23 Admin ...	2.60	
General J...	07/21/2023			Director Benies Payroll #15 Gardner (No meetings...		
General J...	07/21/2023			Director Benies Payroll #15 Giomi (No meetings th...		
General J...	07/21/2023			Director Benies Payroll #15 Hales (No meetings th...		
General J...	07/21/2023			Director Benies Payroll #15 Hendrix (No meetings ...		
General J...	07/21/2023			Director Benies Payroll #15 Hindle (No meetings t...		
General J...	07/21/2023			Director Benies Payroll #15 Koerner (No meetings ...		
General J...	07/21/2023			Director Benies Payroll #15 Nelson (No meetings t...		
General J...	07/21/2023			Director Benies Payroll #15 Schank (No meetings ...		
General J...	07/21/2023			Director Benies Payroll #15 Scharmann (No meeti...		
General J...	07/21/2023			Director Benies Payroll #15 Schuette (No meeting...		
General J...	07/21/2023			Director Benies Payroll #15 Stodieck (No meeting...		
General J...	07/21/2023			Director Benies Payroll #15 Workman (No meeting...		
Total 7101-01 · Director Benefits						
7101-02 · Director's Fees-Alpine Co.						
Check	07/21/2023	11033	Charles Dobson	July Alpine County Director Fee	80.00	80.00
Check	07/21/2023	11034	David Griffith	July Alpine County Director Fee	80.00	160.00
Total 7101-02 · Director's Fees-Alpine Co.					160.00	160.00
7101-00 · Director's Fees - Other						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-1,040.00	-1,040.00
General J...	07/07/2023			June Meals	-156.56	-1,196.56
General J...	07/07/2023			Director Fee Payroll #14 Gardner (6/21/23 Bd Mtg)	99.57	-1,096.99
General J...	07/07/2023			Director Fee Payroll #14 Giomi (6/2/23 Admin Co...	80.00	-1,016.99

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
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Type	Date	Num	Name	Memo	Paid Amount	Balance
General J...	07/07/2023			Director Fee Payroll #14 Hales (No meetings this ...		-1,016.99
General J...	07/07/2023			Director Fee Payroll #14 Hendrix (6/21/23 Bd Mtg)	99.57	-917.42
General J...	07/07/2023			Director Fee Payroll #14 Hindle (6/21/23 Bd Mtg)	99.57	-817.85
General J...	07/07/2023			Director Fee Payroll #14 Koerner (6/2/23 Admin ...	179.57	-638.28
General J...	07/07/2023			Director Fee Payroll #14 Nelson (6/2/23 Admin C...	80.00	-558.28
General J...	07/07/2023			Director Fee Payroll #14 Schank (6/21/23 Bd Mtg)	99.57	-458.71
General J...	07/07/2023			Director Fee Payroll #14 Scharmann (6/2/23 Admi...	80.00	-378.71
General J...	07/07/2023			Director Fee Payroll #14 Schuette (6/21/23 Bd Mtg)	99.57	-279.14
General J...	07/07/2023			Director Fee Payroll #14 Stodieck (6/21/23 Bd Mtg)	99.57	-179.57
General J...	07/07/2023			Director Fee Payroll #14 Workman (6/2/23 Admin ...	179.57	
General J...	07/21/2023			Director Fee Payroll #15 Gardner (No meetings thi...		
General J...	07/21/2023			Director Fee Payroll #15 Giomi (No meetings this ...		
General J...	07/21/2023			Director Fee Payroll #15 Hales (No meetings this ...		
General J...	07/21/2023			Director Fee Payroll #15 Hendrix (No meetings thi...		
General J...	07/21/2023			Director Fee Payroll #15 Hindle (No meetings this ...		
General J...	07/21/2023			Director Fee Payroll #15 Koerner (No meetings thi...		
General J...	07/21/2023			Director Fee Payroll #15 Nelson (No meetings this...		
General J...	07/21/2023			Director Fee Payroll #15 Schank (No meetings thi...		
General J...	07/21/2023			Director Fee Payroll #15 Scharmann (No meetings...		
General J...	07/21/2023			Director Fee Payroll #15 Schuette (No meetings th...		
General J...	07/21/2023			Director Fee Payroll #15 Stodieck (No meetings th...		
General J...	07/21/2023			Director Fee Payroll #15 Workman (No meetings t...		
Total 7101-00 · Director's Fees - Other						
Total 7101-00 · Director's Fees					160.00	160.00
7103-00 · Office Supplies						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	168.98	168.98
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-165.56	3.42
Check	07/05/2023	11020	Pacific Office Auto...	5/25/23 -6/25/23 Color Copies (FY22-23)	153.20	156.62
Check	07/07/2023	ACH	Intuit QuickBooks	250 bank checks reorder	201.88	358.50
Deposit	07/07/2023		Intuit QuickBooks	Refund for check order printed incorrectly (FY 22/...	-169.98	188.52
Check	07/12/2023	11026	Pacific Office Auto...	July - B/W Copies	28.00	216.52
Check	07/26/2023	11038	Bank of America	Returned - Memory Card for Drone (wrong size)	-36.74	179.78
Check	07/26/2023	11038	Bank of America	Canon PIXMA Ink Cartridge	22.35	202.13
Check	07/26/2023	11038	Bank of America	DocuSign (1 month service only)	15.00	217.13
Check	07/26/2023	11038	Bank of America	10' Extension Cord for Field Trip Meetings	26.99	244.12
Check	07/26/2023	11038	Bank of America	Memory Card for Drone	36.74	280.86
General J...	07/31/2023			July Copies	-41.13	239.73
General J...	07/31/2023			Debbie Neddenriep - Paper Towels for Breakroom	12.36	252.09
General J...	07/31/2023			Ed James - 40 B/W Copies @.06/each	-2.40	249.69
Total 7103-00 · Office Supplies					249.69	249.69
7104-00 · Postage						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-86.85	-86.85
Check	07/26/2023	11038	Bank of America	6/21/23 Board Meeting Agenda Mailing (FY 22-23)	86.85	
Check	07/26/2023	11038	Bank of America	7/19/23 Board Meeting Agenda Mailing	96.50	96.50
Total 7104-00 · Postage					96.50	96.50
7105-00 · Rent						
Check	07/05/2023	11019	Euronev, Ltd.	July Rent	3,414.40	3,414.40
Total 7105-00 · Rent					3,414.40	3,414.40
7106-00 · Telephone/Internet						
Check	07/26/2023	11038	Bank of America	July ZOOM	15.99	15.99
Check	07/26/2023	11038	Bank of America	Vonage Phone System - July	142.76	158.75
Check	07/26/2023	11038	Bank of America	July - Microsoft 395	6.00	164.75
Check	07/26/2023	11038	Bank of America	July - Microsoft Internet	75.00	239.75
Check	07/26/2023	11038	Bank of America	July- Quick Books Online	27.50	267.25
Total 7106-00 · Telephone/Internet					267.25	267.25
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-250.00	-250.00
General J...	07/07/2023			Car Allowance Payroll #14 James	250.00	

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
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Type	Date	Num	Name	Memo	Paid Amount	Balance
General J...	07/21/2023			Car Allowance Payroll #15 James	250.00	250.00
Total 7107-01 · Car Allowance					250.00	250.00
7107-00 · Travel-transport/meals/lodging - Other						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	20.17	20.17
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-15.72	4.45
Check	07/03/2023	11015	Kelly Nicholas	2nd Qtr Mileage Reimbursement (FY22-23)	15.72	20.17
Check	07/03/2023	11015	Kelly Nicholas	Credit for overpayment of 1st Qtr Mileage Reimbur...	-0.60	19.57
Deposit	07/18/2023	8661	Ernest Schank	Guest Meal 6/21/23 Board Meeting	-19.57	
Check	07/20/2023	11031	Edwin James	7/19/23 Bd Meal Reimbursement	441.72	441.72
Total 7107-00 · Travel-transport/meals/lodging - Other					441.72	441.72
Total 7107-00 · Travel-transport/meals/lodging					691.72	691.72
7108-00 · Dues & Publications						
Check	07/26/2023	11038	Bank of America	Drone Registration (Max)	5.00	5.00
Total 7108-00 · Dues & Publications					5.00	5.00
7111-00 · Office Equipment						
Check	07/12/2023	11026	Pacific Office Auto...	July - Konica Minolta BizHub C450i Lease Payment	178.27	178.27
Check	07/26/2023	11038	Bank of America	Canon PIXMA TS6420a Wireless Inkjet Printer (C...	62.63	240.90
Total 7111-00 · Office Equipment					240.90	240.90
7114-00 · Outside Professional Services						
Check	07/27/2023	11040	Shane Fryer	July 2023	120.00	120.00
Total 7114-00 · Outside Professional Services					120.00	120.00
7116-00 · Legal						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-2,000.00	-2,000.00
Check	07/12/2023	11028	King & Russo, Ltd.	Professional Services JUNE 2023 (FY22-23)	2,000.00	
Total 7116-00 · Legal						
7117-00 · Lost Lakes Expenses						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	180.00	180.00
Total 7117-00 · Lost Lakes Expenses					180.00	180.00
7120-00 · Integrated Watershed Programs						
7120-07 · Watershed Tour						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-17.94	-17.94
General J...	07/31/2023			Shane Fryer -GOTB Tour - ICE	17.94	
Total 7120-07 · Watershed Tour						
7120-55 · NDEP WS COORD VI 2023						
Check	07/27/2023	11040	Shane Fryer	July 2023	225.00	225.00
General J...	07/31/2023			July Copies	14.03	239.03
Total 7120-55 · NDEP WS COORD VI 2023					239.03	239.03
7120-56 · NDEP WS COORD VI 2023 (MATCH)						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-1,067.47	-1,067.47
Check	07/03/2023	11015	Kelly Nicholas	2nd Qtr Mileage Reimbursement (FY22-23)	67.47	-1,000.00
Check	07/14/2023	11029	NEON Agency	Inv#1448 - Watershed Moments Series of I AM C...	1,000.00	
Total 7120-56 · NDEP WS COORD VI 2023 (MATCH)						
Total 7120-00 · Integrated Watershed Programs					239.03	239.03
7126-01 · NDEM 30-Year Drought Plan						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-7,910.00	-7,910.00
Check	07/11/2023	11023	Lumos & Assoc., Inc.	30-Yr Drought Plan Services 5/13/23-6/30/23 (FY...	7,910.00	
General J...	07/31/2023			July Copies	0.66	0.66
Total 7126-01 · NDEM 30-Year Drought Plan					0.66	0.66
7127-00 · State Parks Aquatic Trail						

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Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	07/27/2023	11040	Shane Fryer	July 2023	1,020.00	1,020.00
Total 7127-00 · State Parks Aquatic Trail					1,020.00	1,020.00
7337-04 · Lahontan Conserv.Dist						
7337-44 · LCD- Lower Carson 21-22(EXT)						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-25,000.00	-25,000.00
Check	07/14/2023	11030	Lahontan Conserva...	#2021-4 Clearing & Snagging Project (FY22-23 /FI...	25,000.00	
Total 7337-44 · LCD- Lower Carson 21-22(EXT)						
7337-45 · LCD Clearing & Sand Bars 22-23						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-27,000.00	-27,000.00
Check	07/14/2023	11030	Lahontan Conserva...	#2022-9 Lower Carson River Project (FY22-23 /FI...	27,000.00	
Total 7337-45 · LCD Clearing & Sand Bars 22-23						
Total 7337-04 · Lahontan Conserv.Dist						
7404-00 · Noxious Weeds Control-CR Wtrshd						
7404-01 · Noxious Weed Control-Alpine Co.						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-11,019.39	-11,019.39
Check	07/31/2023	11042	El Dorado County D...	Noxious Weed Abatement FY 22/23	11,019.39	
Total 7404-01 · Noxious Weed Control-Alpine Co.						
7404-02 · Noxious Weed Control-Douglas Co						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-15,000.00	-15,000.00
Check	07/27/2023	11039	Douglas County Pa...	Noxious Weed Abatement FY 22/23	15,000.00	
Total 7404-02 · Noxious Weed Control-Douglas Co						
7404-03 · Noxious Weed Control-CarsonCity						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-14,999.51	-14,999.51
Check	07/27/2023	11041	Carson City Parks,...	Noxious Weed Abatement Program FY 2033-23	14,999.51	
Total 7404-03 · Noxious Weed Control-CarsonCity						
7404-05 · Noxious Weed Control-Churchill						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-15,000.00	-15,000.00
Check	07/05/2023	11021	Churchill Co.Mosqu...	Noxious Weed Abatement Program FY 22/23	15,000.00	
Total 7404-05 · Noxious Weed Control-Churchill						
Total 7404-00 · Noxious Weeds Control-CR Wtrshd						
7406-04 · NDEP 208 Water Qual AG 2022-23						
Check	07/12/2023	11027	Regen Ag Lab	Soil Testing	105.00	105.00
Total 7406-04 · NDEP 208 Water Qual AG 2022-23					105.00	105.00
7441-00 · FEMA - MAS #12						
7441-02 · CC Southeast ADMP - KH						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-4,545.25	-4,545.25
Check	07/12/2023	11024	Kimley-Horn & Ass...	SECC ADMP -Svcs thru June 30, 2023 (FY22-23)	4,545.25	
Total 7441-02 · CC Southeast ADMP - KH						
7441-03 · VC 6-Mile Cyn ADMP-Lumos						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-12,371.80	-12,371.80
Check	07/11/2023	11023	Lumos & Assoc., Inc.	Virginia City/6-Mile Cyn ADMP Services 6/10/23-6/...	12,371.80	
Total 7441-03 · VC 6-Mile Cyn ADMP-Lumos						
7441-04 · Buckeye Creek -JEF						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-12,269.70	-12,269.70
Check	07/03/2023	11018	JE Fuller Hydrology...	Buckeye Creek - 6/1/2023-6/30/2023 (FY22-23)	12,269.70	
Total 7441-04 · Buckeye Creek -JEF						
7441-07 · Trvl/Hotel/Meals/Conf/Mileage						
Check	07/24/2023	11035	Floodplain Manage...	2023 Floodplain Management Association Confere...	875.00	875.00

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Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 7441-07 · Trvl/Hotel/Meals/Conf/Mileage					875.00	875.00
7441-08 · FAW -2023						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-697.68	-697.68
Check	07/03/2023	11015	Kelly Nicholas	2nd Qtr Mileage Reimbursement (FY22-23)	64.19	-633.49
Check	07/12/2023	11025	River Wranglers	Inv #5 FEMA MAS 12 FAW (4/1/23-6/30/23) FY2...	633.49	
Total 7441-08 · FAW -2023						
7441-00 · FEMA - MAS #12 - Other						
General J...	07/31/2023			July Copies	10.80	10.80
Total 7441-00 · FEMA - MAS #12 - Other					10.80	10.80
Total 7441-00 · FEMA - MAS #12					885.80	885.80
7442-00 · FEMA - COMS 1						
7442-01 · Stagecoach ADMP - JEF						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-7,322.00	-7,322.00
Check	07/03/2023	11018	JE Fuller Hydrology...	Stagecoach - 6/1/2023-6/30/2023 (FY22-23)	7,322.00	
Total 7442-01 · Stagecoach ADMP - JEF						
7442-02 · North Silver Springs ADMP - KH						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-14,080.00	-14,080.00
Check	07/12/2023	11024	Kimley-Horn & Ass...	N. Silver Springs ADMP -Svcs thru June 30, 2023 ...	14,080.00	
Total 7442-02 · North Silver Springs ADMP - KH						
7442-00 · FEMA - COMS 1 - Other						
General J...	07/31/2023			July Copies	15.64	15.64
Total 7442-00 · FEMA - COMS 1 - Other					15.64	15.64
Total 7442-00 · FEMA - COMS 1					15.64	15.64
7500-00 · USGS Monitoring Contracts						
7500-04 · USGS Stream Flow Gauges 21-23						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-20,272.00	-20,272.00
Check	07/27/2023	ACH	U.S. Geological Sur...	Qtrly Pymt JFA#21ZJJFA00123 Stream Flows (FI...	20,272.00	
Total 7500-04 · USGS Stream Flow Gauges 21-23						
7508-04 · DoCo WQ/GW Mon. 2021-23						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-5,665.00	-5,665.00
Check	07/27/2023	ACH	U.S. Geological Sur...	Qtrly Pymt JFA#21ZJJFA00122 DoCty GW (FINA...	5,665.00	
Total 7508-04 · DoCo WQ/GW Mon. 2021-23						
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-23						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-1,640.45	-1,640.45
Check	07/27/2023	ACH	U.S. Geological Sur...	Qtrly Pymt JFA#18WSNV00134 ChCty GW (FIN...	1,640.45	
Total 7524-02 · USGS-GW Lvl & WQ-ChCo 2018-23						
7526-01 · USGS Middle Carson GW 2020-24						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-15,740.00	-15,740.00
Check	07/27/2023	ACH	U.S. Geological Sur...	Qtrly Pymt JFA#20ZJJFA00128 Middle Carson G...	15,740.00	
Total 7526-01 · USGS Middle Carson GW 2020-24						
7529-00 · USGS Water Resources 2022-24						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-12,582.50	-12,582.50
Check	07/27/2023	ACH	U.S. Geological Sur...	Qtrly Pymt JFA#22ZJJFA00128 Water Resources...	12,582.50	
Total 7529-00 · USGS Water Resources 2022-24						
Total 7500-00 · USGS Monitoring Contracts						
7630-00 · Lyon County Projects						
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-788.00	-788.00
Check	07/26/2023	11037	Lyon County Utilitie...	McGinley & Assoc. Inv#29647 (FY 22-23)	788.00	

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Transaction Detail by Account
July 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25						
Total 7630-00 · Lyon County Projects						
7640-00 · Churchill County Projects						
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-6,547.00	-6,547.00
Check	07/24/2023	11036	Churchill County	Jan-Mar 2023, Lahontan Vly. Wtr. Lvl. Meas. (FY2...	4,141.50	-2,405.50
Check	07/24/2023	11036	Churchill County	Apr-Jun 2023, Lahontan Vly. Wtr. Lvl. Meas. (FY2...	2,405.50	
Total 7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24						
7640-22 · Dixie Valley Wtr Lvl 2022-25						
General J...	07/01/2023	CAT-...		To Post Cash to FYE 6/30/2023	-8,079.27	-8,079.27
Check	07/24/2023	11036	Churchill County	Jan-Mar 2023, Dixie Valley Wtr. Lvl. Meas. (FY2...	4,549.00	-3,530.27
Check	07/24/2023	11036	Churchill County	Apr-Jun 2023, Dixie Valley Wtr. Lvl. Meas. (FY2...	3,530.27	
Total 7640-22 · Dixie Valley Wtr Lvl 2022-25						
Total 7640-00 · Churchill County Projects						
TOTAL						

CWSD Petty Cash Transaction Record
June/July 2023 (FINAL FY22/23)

<u>Date</u>	<u>G/L No.</u>	<u>Description</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>
		Starting Balance			\$100.00
6/13/23	7120-07	Shane Fryer	\$17.94		\$82.06
	GOTB	GOTB Tour - ICE (FY 22/23)			
6/18/23	5060-00	Debbie Neddenriep		\$60.06	\$142.12
	Misc Inc/GOTB	Returned Items-unused for GOTB Tour (FY 22/23)			
6/30/23	7103	Debbie Neddenriep	\$12.36		\$129.76
	Office Supplies	Paper Towels for Breakroom (FY 22/23)			
7/25/23	7103	Ed James		\$2.40	\$132.16
	Office Supplies	40 B/W Copies x .06			
		PETTY CASH BALANCE			\$132.16

Date: 8/1/23 Prepared by: C Schamba

Approved by: Edwen James

:cat

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #9 – For Discussion Only: Approval of Addendum to Agreement #2022-13 The Nature Conservancy to extend to December 31, 2023

DISCUSSION: Due to spring flooding delays, The Nature Conservancy is requesting a time extension to Agreement #2022-13 to December 31, 2023. Staff recommends approving this request.

Attached is the request letter from TNC and the draft Addendum to extend the agreement until December 31, 2023.

STAFF RECOMMENDATION: Approve Addendum to The Nature Conservancy Agreement #2022-13 for time extension to December 31, 2023, as presented.



Northern Nevada Office
639 Isbell Rd., Ste. 330
Reno, NV 89509

Southern Nevada Office
8329 W. Sunset Rd. Suite 200
Las Vegas, NV 89113

Tel (775) 322-4990

Tel (702) 737-8744

nature.org/nevada

July 27, 2023

2023 BOARD OF
TRUSTEES

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Chair

Bret Birdsong
Vice Chair

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Mauricia Baca
State Director

Dear Carson Water Subconservancy Board:

Due to the intense spring flooding at The Nature Conservancy's (TNC) River Fork Ranch Preserve and throughout the Carson Valley, there was a small portion of the project that we were not able to complete this Spring. Therefore, TNC would like to request an extension to the **CWSD Non Profit Agreement #2022-13** contract to **December 30, 2023** to use the remaining **~\$3,774**.

The remaining project tasks would include additional willow cutting and planting in the Fall/early Winter of 2023.

Thank you for your consideration. Please contact me with questions you might have on the project.

Sincerely,

Lori Leonard

River Fork Ranch Preserve Manager



Addendum to Agreement #2022-13 between Carson Water Subconservancy District and The Nature Conservancy

WHEREAS on June 15, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and The Nature Conservancy (hereinafter referred to "TNC") entered into an Agreement (hereinafter "Agreement #2022-13") addressing funding from CWSD to TNC to Assist with Riparian Revegetation & Streambank Stabilization (hereafter "Project"); and

WHEREAS TNC has determined the Project will require additional time to complete due to unforeseen delays; and

WHEREAS CWSD has agreed to carryover the initial funding due to Project delays.

NOW, THEREFORE, IT IS AGREED:

- 1. Due to unforeseen delays to TNC project Agreement #2022-13 shall be extended and shall terminate December 31, 2023, with a carryover of \$3,774 in unused funds from fiscal year 2022-23.**
- 2. All other terms of Agreement #2022-13 shall remain in full force and effect.**

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

THE NATURE CONSERVANCY

CARSON WATER SUBCONSERVANCY DISTRICT

Mickey Hazelwood, Conservation Director

Michael Workman, Chairperson

DATE: _____

DATE: _____

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #10 – For Possible Action: Approval of Contract #2023-19 with Resource Concepts, Inc. not to exceed \$27,600, Inc. to complete 90% Design of the Mexican Dam Portage, not to exceed \$27,600 and authorize the General Manager to execute change orders up to 10% of the contract amount

DISCUSSION: Attached is the proposed draft agreement with Resource Concepts, Inc. to complete 90% Design of the Mexican Dam Portage. Funding for this study will be paid for through a grant from the Nevada Division of State Parks. The select committee made up of representatives from CWSD and Carson City reviewed the various proposals and recommended hiring Resource Concepts, Inc. for this project.

Staff is requesting that the General Manager be authorized to sign a change order for up to 10% of the original award if funding is available in the grant from the Nevada Division of State Parks.

STAFF RECOMMENDATION: Approve Contract #2023-19 with Resource Concepts, Inc. to complete 90% Design of the Mexican Dam Portage, not to exceed \$27,600 and authorize the General Manager to execute change orders up to 10% of the contract amount as presented.



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Agreement

Carson Water Subconservancy District (hereinafter "CWSD") and Resource Concepts, Inc. (hereinafter "RCI") hereby enter into an agreement whereby RCI will complete a 90% Design of the Mexican Dam Portage: a Non-Motorized River Access to Safely Portage the Mexican Dam for the Carson River Trail System (hereafter "Project") in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

Complete a 90% Design of the Mexican Dam Portage: a Non-Motorized River Access to Safely Portage the Mexican Dam for the Carson River Trail System which is further identified and described in Exhibit A. The compensation paid to RCI for this Project shall not exceed **\$27,600**.

2) **INDEMNITIES**

- (a) To the fullest extent permitted by law RCI 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 RCI, its officers, employees and agents.
- (b) CWSD will indemnify and hold RCI harmless with respect to any claims or actions instituted by third parties which result from the use by RCI of material furnished by CWSD or where material created by RCI is substantially changed by CWSD. Information or data obtained by RCI 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 RCI, RCI shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse RCI any out-of-pocket costs RCI 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.
- (e) Indemnity for losses related to professional liability. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CWSD, its officers, directors, and employees against all damages, liabilities, or cost, including reasonable attorneys' fees and fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone whom the Consultant is legally liable

3) **INSURANCE**

Unless otherwise required in this Agreement, the CWSD and RCI 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; \$2,000,000 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) RCI 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 executed hereon and will continue in full force and effect until **9/30/2025**, unless extended by written agreement of the parties.



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- b) RCI will submit monthly invoices with a description of activities performed.
- c) In the event of termination of this Agreement, the rights, duties, and responsibilities of RCI shall continue in full force during the period of notice.
- d) If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to RCI.

5) **PERFORMANCE**

Should RCI fail to perform any of the services provided for in Exhibit A, CWSD shall notify RCI of such non-performance and allow thirty (30) days for RCI 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 - RCI Business Technical Plan

7) **INDEPENDENT CONTRACTOR**

RCI 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) **All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) **Equal Employment Opportunity**. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) **Davis-Bacon Act**, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with

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the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) **Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act** ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise

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excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) **Procurement of recovered materials** - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) **Prohibition on certain telecommunications and video surveillance services or equipment.**
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



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- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

8) OWNERSHIP

Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which are intended to be considered under this Agreement), or any other documents or drawings, prepared, or in the course of preparation, by RCI (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 RCI upon completion, termination, or cancellation of this Agreement. RCI shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of RCI's obligations under this Agreement without the prior written consent of CWSD. CWSD shall defend, indemnify, and hold harmless Consultant for any reuse of work documents on other projects without written permission of the Consultant.

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 and 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 RCI 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



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- (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 RCI 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 RCI 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 RCI'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 and the subsequent failure of the defaulting party within thirty (30) 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 the performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - (2) RCI shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
 - (3) RCI shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
 - (4) RCI shall preserve, protect, and promptly deliver into CWSD possession all information in accordance with Section 8, Ownership.

10) **RIGHTS UPON TERMINATION**

Upon termination of this Agreement, RCI 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 RCI 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.

The parties acknowledge or agree that the contract was written and agreed to by both parties.

Prior to the initiation of any litigation the parties agree to mediate.

12) **PUBLIC RECORDS**

Pursuant to NRS 239.010, information or documents received from RCI 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. RCI may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that RCI 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:



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Attn.: Edwin James
Carson Watershed Subconservancy District
777 E William Street, Suite 209
Carson City, NV 89701

Attn.: Jill Sutherland
Resource Concepts, Inc.
340 North Minnesota Street
Carson City, NV 89703-4152

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, pandemic, 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 the parties' understanding and agreement, kindly indicate 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:
Resource Concepts, Inc.

Signature
Edwin D. James
General Manager

Date

Signature
Jill Sutherland, PE
Senior Engineer

Date

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Exhibit A

Thank you for selecting Resource Concepts, Inc. (RCI) to assist you with preparation of engineered plans for the *Non-Motorized River Access to Safely Portage the Mexican Dam for the Carson River Trail System* (Project). The following scope and cost proposal are based on Project RFQ and our subsequent discussions about the site and permitting needs. In Phase 1 of the Project, RCI anticipates providing 90% improvement plans (site design features, specifications, material quantities) to support permit applications and an Engineer's estimate for construction. RCI understands that CWSD will be responsible for preparing all permit applications and other supporting studies.

Scope of Services:

TASK 1 – ENGINEERING SERVICES

ESTIMATED FEE \$ 19,600

Project Coordination and Management

This phase involves a Kickoff Meeting and site visit with CWSD and Carson City Parks, Recreation and Open Space (Carson City PROS), as well as on-going coordination regarding budget, progress, and schedule for a period of up to 6 months from the contract date. RCI will be preparing engineered plans for the river access point identified near the Mexican Dam, temporary BMPS for construction access to the location, and site stabilization to support regulatory requirements. No other trail improvements, signage, or utilities are anticipated or included.

Site Improvement Plans

RCI will provide site improvement plans and details, with notes on plan sheets for permitting and construction specifications, based upon information provided in Attachment A of the Project RFQ. Services include engineering layout and location of a river access ramp 10-ft wide; grading design; access ramp foundation and details; site stabilization of construction disturbance; temporary and permanent BMPs to protect water quality; and retaining wall calculations if needed.

A geotechnical report for foundation and soils recommendations will be required and RCI will coordinate the preparation of the report with a qualified third party. The estimated fee for a geotechnical report is \$3,500. RCI understands that excavation and backfill of soil pits needed will be provided by Carson City PROS for site investigation for the geotechnical report. The test pit equipment cost is not included in the stated fee.

Services do not include excessive permitting assistance, base line studies for permit applications, any offsite improvements for equipment staging or access, or recreation signage (Carson City PROS). All of which may be provided by RCI under a separate contract task upon request of the client.



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TASK 2 – SURVEY SERVICES

Estimated Fee \$ 3,500

The following services are required for site design and will be performed by a Nevada Licensed Surveyor:

1. Conduct a topographic survey of designated river access point (approximately 100' by 100').
2. Prepare project base map at a scale of 1" = 20' or scale suitable to fit on a 24" x 36" sheet with a 1' contour interval and boundary and topographic data collected as described above.
3. RCI will reference approximate Carson City PROS parcel boundaries for site mapping. The topographic top of the bank of the Carson River will be the assumed State Lands boundary. No property boundary survey is anticipated.
4. CC PROS will provide property boundary mapping and Title Report for APN 010-121-45 if available.

The stated fee does not include a property boundary survey, construction staking, setback certifications, or grading and drainage certifications. Additional survey services may be required by the City under Phase 2 of the project and can be performed by RCI under a separate contract task upon request of the client.

TASK 3 – AQUATIC RESOURCES DELINEATION

Estimated Fee \$ 4,500

RCI will complete a delineation of aquatic resources in accordance with current USACE guidelines set forth in the Corps of Engineers Wetland Delineation Manual, January 1987 (Technical Report Y-87-1) and as amended by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0, September 2008). The final delineation report will contain formal data forms, photos, and maps for submittal to the USACE for verification and jurisdictional determination. This information is required to prepare a formal Pre-construction Notification (PCN) packet for submittal to the USACE for project authorization under a Nationwide Permit.

RCI will survey and map the boundary of the delineated waters using a Juniper Geode data collector unit with sub-meter accuracy.

Upon completion of the report, RCI will coordinate with the client on final project design in order to avoid and minimize impacts to waters of the United States (WOUS) as needed to support the PCN packet. Per our discussion, we anticipate final project design requires that fill material be placed within jurisdictional waters; the Project will need to obtain permits from the USACE, Nevada Department of Environmental Protection (NDEP) Water Quality Planning, NDEP Bureau of Water Pollution Control, and Nevada State Lands.

**DRAFT****Schedule:**

The Project schedule is estimated to be approximately 6 months, beginning upon RCI's receipt of a signed agreement from the Client through completion of 90% Design. The anticipated schedule is shown below and will be coordinated closely with CWSD.

Contract Approval	Mid-August 2023
Kickoff Meeting	Early September
Fieldwork for Topographic Survey, Aquatic Resources Delineation, Geotechnical Investigation	September
Mapping, Geotechnical Recommendations, 50% Plans	October
Plan Review by Clients	November
Response to Comments	December
90% Design and Aquatic Resources Delineation Report.	End of January 2024

Client Responsibilities:

1. Designate a person to act as client's representative with respect to services to be rendered under this Agreement. The representative shall have authority to act on Client's behalf on all matters concerning the Project.
2. Provide RCI with the following: Area of Potential Effect (APE), aquatic resources delineation, ordinary highwater mark, and all other information designated in project permit applications that would affect the design (NEPA, 404 Permit, 401 Certification, State Lands, Working in Waterways Permit, and Construction Stormwater Permit).
3. Assist in coordinating with Carson City PROS to provide access to the site and review project design and permits.
4. Prepare all permit applications and notices except the Carson City Grading Permit, including payment of all permit application fees.
5. If substantial changes to the river access location/alignment or additional studies are required by regulatory agencies, the schedule and scope would need to be reevaluated to address additional professional services.

Fee Application:

RCI will invoice for services rendered monthly, billed in accordance with the scope of work defined in this proposal letter, RCI's Fee Schedule (attached), and the terms and conditions outlined in the Contract. In keeping with the nature of the tasks, services may be moved between tasks with the prior concurrence of CWSD.

AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #11 – For Possible Action: Approval of Addendum to Agreement #2022-1 - Michael Baker, East Carson City ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is the Addendum to Agreement #2022-1 - Michael Baker, East Carson City ADMP. This addendum will not have any impact on the budget or schedule of the project.

STAFF RECOMMENDATION: Approve the Addendum to Agreement #2022-1 - Michael Baker, East Carson City ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2022-1 between Carson Water Subconservancy District and Michael Baker International, Inc.

WHEREAS on April 11, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Michael Baker International, Inc. (hereinafter referred to "MB") entered into an Agreement (hereinafter "Agreement #2022-1") addressing funding from CWSD to MB to complete the East Carson City ADMP (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2022-1 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2022-1 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

INDEPENDENT CONTRACTOR

MB 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339](#)), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that

communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2022-1 shall remain in full force and effect.

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

MICHAEL BAKER INTERNATIONAL, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Polly Boardman PMP, MBA
Vice President, CTS PMO Director

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM TO AGREEMENT #2022-1 Michael Baker
East Carson City ADMP

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #12 – For Possible Action: Approval of Addendum to Agreement #2022-2 – Kimley-Horn, Southeast Carson City ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is the Addendum to Agreement #2022-2 – Kimley-Horn, Southeast Carson City ADMP. This addendum will not have any impact on the budget or schedule of the project.

STAFF RECOMMENDATION: Approve the Addendum to Agreement #2022-2 – Kimley-Horn, Southeast Carson City ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2022-2 between Carson Water Subconservancy District and Kimley-Horn & Associates, Inc.

WHEREAS on March 30, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Kimley-Horn & Associates, Inc. (hereinafter referred to "KH") entered into an Agreement (hereinafter "Agreement #2022-2") addressing funding from CWSD to KH to complete Southeast Carson City ADMP (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2022-2 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2022-2 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

INDEPENDENT CONTRACTOR

KH 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339](#)), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that

communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2022-2 shall remain in full force and effect.

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

KIMLEY-HORN & ASSOCIATES, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

David Leistiko, Senior Vice President

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM TO AGREEMENT #2022-2 Kimley-Horn
Southeast Carson City ADMP

AGENDA ITEM #13

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #13 – For Possible Action: Approval of Addendum to Agreement #2022-3 – Lumos & Associates, Inc., Virginia City/6 Mile ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is the Addendum to Agreement #2022-3 – Lumos & Associates, Inc., Virginia City/6 Mile ADMP. This addendum will not have any impact on the budget or schedule of the project.

STAFF RECOMMENDATION: Approve the Addendum to Agreement #2022-3 – Lumos & Associates, Inc., Virginia City/6 Mile ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2022-3 between Carson Water Subconservancy District and Lumos & Associates, Inc.

WHEREAS on March 21, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Lumos & Associates, Inc. (hereinafter referred to "Lumos") entered into an Agreement (hereinafter "Agreement #2022-3") addressing funding from CWSD to Lumos to complete the Virginia City/6 Mile Canyon ADMP (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2022-3 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2022-3 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that

communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2022-3 shall remain in full force and effect.

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

LUMOS & ASSOCIATES, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Tim Russell, Principal

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM TO AGREEMENT #2022-3 Lumos
Virginia City/6 Mile Canyon ADMP

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #14 – For Possible Action: Approval of Addendum to Agreement #2022-4 – JE Fuller, Buckeye Creek Flood Mitigation Design to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is the Addendum to Agreement #2022-4 – JE Fuller, Buckeye Creek Flood Mitigation Design. This addendum will not have any impact on the budget or schedule of the project.

STAFF RECOMMENDATION: Approve the Addendum to Agreement #2022-4 – JE Fuller, Buckeye Creek Flood Mitigation Design to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2022-4 between Carson Water Subconservancy District and JE Fuller Hydrology & Geomorphology, Inc.

WHEREAS on March 21, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and JE Fuller Hydrology & Geomorphology, Inc. (hereinafter referred to "JEF") entered into an Agreement (hereinafter "Agreement #2022-4") addressing funding from CWSD to JEF to complete the Buckeye Creek Flood Mitigation Design Project (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2022-4 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

- 1. SECTION 7 – INDEPENDENT CONTRACTOR of Agreement #2022-4 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:**

INDEPENDENT CONTRACTOR

JEF 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339](#)), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other

than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2022-4 shall remain in full force and effect.

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

JE FULLER HYDROLOGY & GEOMORPHOLOGY, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Mike Kellogg, Vice President

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM TO AGREEMENT #2022-4 JE Fuller
Buckeye Creek Flood Mitigation Design Project

AGENDA ITEM #15

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #15 – For Possible Action: Approval of Addendum to Agreement #2022-24 - JE Fuller-Stagecoach ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is the Addendum to Agreement #2022-24 - JE Fuller-Stagecoach ADMP. This addendum will not have any impact on the budget or schedule of the project.

STAFF RECOMMENDATION: Approve Addendum to Agreement #2022-24 - JE Fuller-Stagecoach ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2022-24 between Carson Water Subconservancy District and JE Fuller Hydrology & Geomorphology Inc.

WHEREAS on December 27, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and JE Fuller Hydrology & Geomorphology, Inc. (hereinafter referred to "JEF") entered into an Agreement (hereinafter "Agreement #2022-24") addressing funding from CWSD to JEF to complete the Stagecoach ADMP (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2022-24 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

- 1. SECTION 7 – INDEPENDENT CONTRACTOR of Agreement #2022-24 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:**

INDEPENDENT CONTRACTOR

JEF 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339](#)), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other

than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2022-24 shall remain in full force and effect.

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

JE FULLER HYDROLOGY & GEOMORPHOLOGY, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Mike Kellogg, Vice President

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM TO AGREEMENT #2022-24 JE Fuller
Stagecoach ADMP

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #16 – For Possible Action: Approval of Addendum to Agreement #2022-25 – Kimley-Horn, North Silver Springs ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is the Addendum to Agreement #2022-25 – Kimley-Horn, North Silver Springs ADMP. This addendum will not have any impact on the budget or schedule of the project.

STAFF RECOMMENDATION: Approve Addendum to Agreement #2022-25 – Kimley-Horn, North Silver Springs ADMP to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2022-25 between Carson Water Subconservancy District and Kimley-Horn & Associates, Inc.

WHEREAS on December 26, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Kimley-Horn & Associates (hereinafter referred to "KH") entered into an Agreement (hereinafter "Agreement #2022-25") addressing funding from CWSD to KH to complete the North Silver Springs ADMP (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2022-25 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2022-25 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

INDEPENDENT CONTRACTOR

KH 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that

communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2022-25 shall remain in full force and effect.

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

KIMLEY-HORN & ASSOCIATES, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

David Leistiko, Senior Vice President

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM TO AGREEMENT #2022-25 Kimley-Horn
North Silver Springs ADMP

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #17 – For Possible Action: Approval of Addendum A to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is Addendum A to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study. This addendum will not have any impact on the budget or schedule of the project.

STAFF RECOMMENDATION: Approve Addendum A to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum A to Agreement #2023-1 between Carson Water Subconservancy District and Michael Baker International, Inc.

WHEREAS on January 1, 2023, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Michael Baker International, Inc. (hereinafter referred to "MB") entered into an Agreement (hereinafter "Agreement #2023-1") addressing funding from CWSD to MB to complete the Walker River Flood Risk Study (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2023-1 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2023-1 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

INDEPENDENT CONTRACTOR

MB 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that

communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2023-1 shall remain in full force and effect.

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

MICHAEL BAKER INTERNATIONAL, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Polly Boardman PMP, MBA
Vice President, CTS PMO Director

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM A TO AGREEMENT #2023-1 Michael Baker
Walker River Flood Risk Study

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #18 – For Possible Action: Approval of Addendum B to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study to assist with the update of the Carson River Floodplain Management Plan in an amount not to exceed \$10,000 and extend term to December 31, 2024

DISCUSSION: One of the projects included in the FEMA COMS1 grant funding came in under budget. CWSD requested and was approved by FEMA to use these funds to update CWSD's Carson River Floodplain Management Plan (CRFMP). Staff is proposing to amend Agreement #2023-1 with Michael Baker to add a task to Exhibit A to assist with updating the CRFMP, add additional funding of \$10,000, and extend the term of the agreement to December 31, 2024. All funds for this task will be paid by FEMA COMS1 grant and is included in CWSD FY23-24 Budget.

Attached is Addendum B to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study to assist with the update of the Carson River Floodplain Management Plan in an amount not to exceed \$10,000.

STAFF RECOMMENDATION: Approve Addendum B to Agreement #2023-1 – Michael Baker, Walker River Flood Risk Study to assist with the update of the Carson River Floodplain Management Plan in an amount not to exceed \$10,000 and extend the term of the agreement to December 31, 2024, as presented.



Addendum B to Agreement #2023-1 between Carson Water Subconservancy District and Michael Baker International, Inc.

WHEREAS on January 1, 2023, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Michael Baker International, Inc. (hereinafter referred to "MB") entered into an Agreement (hereinafter "Agreement #2023-1") addressing funding from CWSD to MB to complete the Walker River Flood Risk Study (hereafter "Project"); and

WHEREAS CWSD has identified an additional task of updating the Carson River Floodplain Management Plan to be added to this Project; and

WHEREAS MB has agreed to this additional task; and

WHEREAS MB will need additional time and funds to complete Project; and

WHEREAS CWSD has revised the budget for this project to provide MB with additional funding for the Project from available FEMA COMS 1 funds; and

WHEREAS it has been determined that an additional six months will be added to Agreement #2023-1.

NOW, THEREFORE, IT IS AGREED:

- 1. An additional amount not to exceed \$10,000 will be provided to Agreement #2023-1 with MB to complete additional work no later than December 31, 2024.**
- 2. Agreement #2023-1 Exhibit A will be replaced with the revised Exhibit A (attached) to update business plan, schedule and budget for Project.**
- 3. All other terms of Agreement #2023-1 shall remain in full force and effect.**

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

MICHAEL BAKER INTERNATIONAL, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Polly Boardman PMP, MBA
Vice President, CTS PMO Director

Michael Workman, Chairperson

DATE: _____

DATE: _____

Walker River Flood Risk Analysis Business Plan

Project Purpose and Need

The primary purpose of the Walker River Watershed Flood Risk Analysis is to identify possible flood risk hazards in the Walker River Watershed. The Walker River begins in the Sierra Nevada as the East Walker River and the West Walker River. In Mason Valley, just south of Yerington, Nevada, the rivers converge to create the Walker River. The Walker River terminates in Walker Lake.

The project seeks to engage the communities and stakeholders to develop a regional approach to identify potential flood risks throughout the Walker River Watershed. The analysis will assess flood risks along the Walker River, alluvial fans in both Lyon County and Douglas County, and other flood risk data that is available throughout the Walker River Watershed. The project will also evaluate regulatory mapping, risk assessment, mitigation planning, technical assistance, and outreach and communications assistance.

The Flood Risk Analysis will include five main activities:

1. Project Management
2. Watershed Stakeholder Engagement
3. Strategic Plan Development
4. Presentations
5. Mapping Information Platform (MIP)

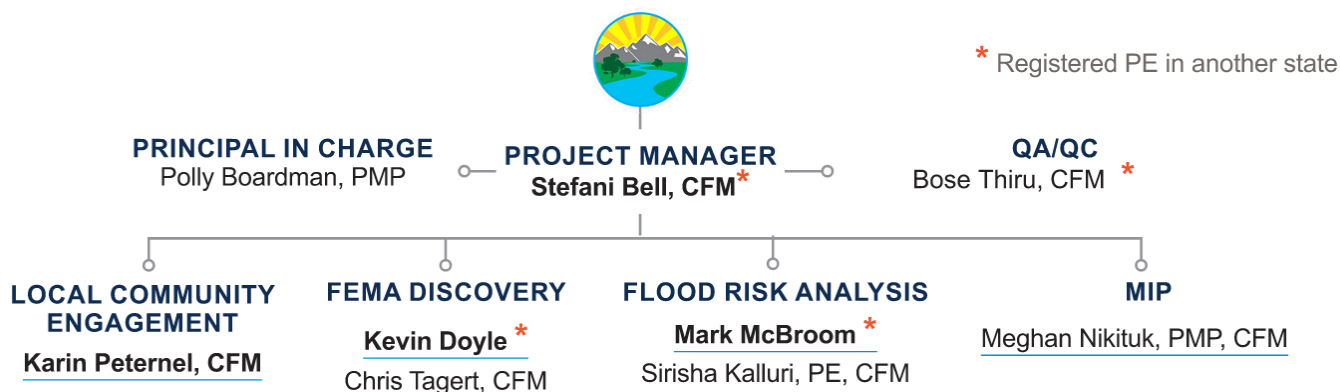


Project Services and Tasks

Task 1.0: Project Management and

Coordination

The notice to change Project Managers on the project was communicated in writing on June 29th, 2023. Julian Pecce is the new Project Manager. He will be supported by Polly Boardman, PMP, MBA, as the Project Principal from the Reno, Nevada office at 5470 Kietzke Ln., Suite 300 PMB#205, Reno, NV 89511. As Principal-in-Charge in the Reno office and an Officer of Michael Baker, Polly will also be responsible and accountable for all contract issues and negotiations, as well as legally binding the company for contract agreements. Julian and Polly will be supported by the following team to complete the tasks outlined in this plan:



* Note: changes to proposed org chart include Project Manager: Julian Pecce, Deputy Project Manager: Farina Kazi. Karin Peternel and Stefani Bell are no longer with the company.

The Project Manager shall schedule monthly project coordination meetings with the client team to keep the team informed and to ensure communication and collaboration throughout the duration of the project. The Project Manager shall invoice the CWSD monthly with a percent complete estimate for each task. The invoice will be processed by Michael Baker on the first Tuesday of the following month and will be emailed or mailed to CWSD's point of contact prior to the 10th of each month, to be identified in the contracting process. The invoice each month will include a brief progress report per task.

Deliverables:

- Recurring monthly meeting invite
- Monthly invoice & progress report

Task 2.0: Watershed Stakeholder Coordination and Flood Risk Meetings

Michael Baker will work with CWSD and the local jurisdictions (Douglas and Lyon counties) to identify community representatives, stakeholders, and project proponents to participate in coordination meetings and flood risk workshops. CWSD will prepare a list of attendees and contact and set up meetings. Michael Baker will support the meetings and prepare meeting content and materials as requested. Prior to meetings, Michael Baker will review the existing data, prepare draft meeting request letters, and work with CWSD to develop a draft questionnaire for attendees to complete. Following the meetings, Michael Baker will prepare notes and complete any follow up items discussed during the meetings. The following tasks will be completed for the meetings:

A. Data Collection and Review

- Collect data from stakeholders that will demonstrate holistic picture of flooding issues, flood risk, and flood mitigation needs and capabilities within the watershed.
- Collect dam failure inundation mapping available digitally for Topaz Lake and portions of Lyon and Douglas counties (data may be available from Walker River Irrigation District).
- Collect data from stakeholders identifying stormwater flooding areas.
- Review the alluvial fans – provide recommendations on mapping and mitigation as needed
- Collect data from stakeholders about major river structures and/or diversions that impact flooding
- Review existing floodplain mapping for Yerington area
- Identify any additional flood risk areas that might be of interest to the stakeholders
- Identify when flood ordinances were created and subsequent updates or revisions

B. Project Stakeholder Engagement and Coordination

- a. Prepare list of Stakeholders:
 - i. Local – Walker River Irrigation District, Walker River Water Master, City of Yerington staff, Lyon County and Douglas County emergency staff, Smith Valley Advisory Board, GIDs, Mason Valley, Conservation Districts, , Topaz and Topaz Ranch Estates, Walker River Paiute Tribe,
 - ii. State and Federal – Federal Water Master, USACE, BLM, NRCS, NOAA, NDOT, NDWR, NDWR Dam Safety, and USFS.
- b. CWSD will prepare agenda and meeting content.
- c. Prepare questionnaire and supplemental meeting content

C. Flood Risk Meetings

- a. Support CWSD with six to eight workshops throughout the watershed to assess communities' flood risk concerns and priorities.
- b. Provide consultation and support CWSD meeting facilitation. At least one Michael Baker representative will be present at each meeting, in-person (preferred).
- c. Summarize meeting notes and data collection to prepare a Summary of Findings Memo

Deliverables:

- Project Stakeholders List
- Meeting notes with attendees
- Stakeholder Meeting Content
- Summary of Findings Memorandum

Task 3.0: Strategic Plan

Michael Baker will use the data collected in Task 2 to prepare a Strategic Plan (Draft and Final Report) for flood risk assessment and mitigation for the Walker River Watershed communities. This will include flood risks for riverine and alluvial fan flooding. The plan will be written such that the local governmental, irrigation, and NGO boards are the target audience. The plan will identify various flood risk locations and technical assistance needed to reduce watershed flood hazards through mapping, assessment, planning products such as area drainage management plans, new flood risks maps, and infrastructure enhancements. Michael Baker will also review the earlier floodplain mapping for the Yerington area and make possible suggestions on how to mitigate flooding in this area. The following tasks will be completed for the Strategic Plan:

D. Flood Risk Analysis

- a. Incorporate data from stakeholder meetings and formulate potential mitigation strategies
- b. Assess flood risk for alluvial fans, riverine flooding, and irrigation ditches and levees, based on flood risk reports and data provided to Michael Baker.
- c. Review the earlier floodplain mapping for the Yerington area and make possible suggestions on how to mitigate flooding in this area.

E. Strategic Plan Draft and Final Report

- a. Summarize analysis and stakeholder feedback into a report with mitigation strategies addressing flood risk
- b. Incorporate comments from County and Stakeholder reviews
- c. Prepare draft and final Strategic Plan in MS Office Suite.

Deliverables:

- Draft Strategic Plan for review by counties and stakeholders
- Coordinate comments/inputs from stakeholders
- Revise Strategic Plan with review and comments

Task 4.0: Presentations to Communities

Michael Baker will present strategic plan at board meetings of Carson Water Subconservancy District Board, Douglas County Commissioners, and Lyon County Commissioners. CWSD will schedule the meetings and Michael Baker will prepare the meeting materials and co-present with CWSD.

Deliverables:

- Draft presentation for review by CWSD
- Final presentation for review by CWSD
- Three presentations (CWSD Board, Douglas County Commissioners, Lyon County Commissioners)
- Follow-up communication with CWSD and/or Board Members

Task 5.0: FEMA MIP

Upon completion of the project the consultant will upload data to the FEMA Mapping Information Platform (MIP) format.

This study will not result in a regulatory product so this project will be a general task in the MIP. Any partial data acquired in this project may be uploaded in format required by current FEMA Data Capture Technical Reference but will not be required to pass metadata.

Deliverables:

- Data supporting Strategic Plan will be uploaded

Task 6.0: Carson River Watershed Floodplain Management Plan Support

Michael Baker will include preparing deliverables for the update of the Carson River Watershed Floodplain Management Plan. The scope of services includes creating the CRS crosswalk, compiling demographic information, technical data, and adding maps and other figures, and the final compilation and deliverable of the plan document.

Deliverables:

- Final Carson River Watershed Floodplain Management Plan

Project Fee

Task	Description	Allotted Budget
1.0	Project Management	\$6,000
2.0	Watershed Stakeholder Coordination	\$20,000
3.0	Strategic Plan	\$20,000
4.0	Presentations	\$9,000
5.0	MIP	\$2,000
6.0	Carson River Watershed Floodplain Mgmt Plan	\$10,000
	Reimbursable/ODC	\$3,000
	Total	\$70,000

Project Schedule

Below is a schedule proposed by Michael Baker:

Task	Description	Start	End
1.0	Project Management	2/1/2023	5/31/2024
2.0	Stakeholder Coordination and Engagement	2/1/2023	5/31/2023
2.0	Flood Risk Meetings	6/1/2023	8/31/2023
3.0	Identify Flood Risk Areas and Propose Mitigation	9/1/2023	11/30/2023
3.0	Prepare Draft Strategic Plan	12/1/2023	2/28/2024
3.0	Prepare Final Strategic Plan	3/1/2024	4/30/2024
4.0	Presentations to Communities	5/1/2024	5/31/2024
5.0	MIP	2/1/2024	5/31/2024
6.0	Carson River Watershed Floodplain Management Plan	8/30/2023	12/31/2024

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #19 – For Possible Action: Approval of Addendum to Agreement #2023-2 – Lumos & Associates, 30-Year Regional Drought & Water Sustainability Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is Addendum to Agreement #2023-2 - Lumos & Associates, 30-Year Regional Drought & Water Sustainability Study. This addendum will not impact the budget or schedule of the project

STAFF RECOMMENDATION: Approve Addendum to Agreement #2023-2 – Lumos & Associates, 30-Year Regional Drought & Water Sustainability Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2023-2 between Carson Water Subconservancy District and Lumos & Associates, Inc.

WHEREAS on March 16, 2023, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Lumos & Associates, Inc. (hereinafter referred to "Lumos") entered into an Agreement (hereinafter "Agreement #2023-2") addressing funding from CWSD to Lumos to complete a 30-Year Regional Drought & Water Sustainability Plan (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2023-2 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2023-2 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339](#)), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other

than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115–232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2023-2 shall remain in full force and effect.

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

LUMOS & ASSOCIATES, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Tim Russell, Principal

Michael Workman, Chairperson

DATE: _____

DATE: _____

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #20 – For Possible Action: Approval of Addendum to Agreement #2022-6 – Nichols Consulting Engineers (NCE), GIS Web Access System to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is an Addendum to Agreement #2022-6 – Nichols Consulting Engineers (NCE), GIS Web Access System. This addendum will not impact the budget or schedule of the project

STAFF RECOMMENDATION: Approve Addendum to Agreement #2022-6 – Nichols Consulting Engineers (NCE), GIS Web Access System to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2022-6 between Carson Water Subconservancy District and Nichols Consulting Engineers, Inc.

WHEREAS on May 31, 2022, CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Nichols Consulting Engineers, Inc. (hereinafter referred to "NCE") entered into an Agreement (hereinafter "Agreement #2022-6") addressing funding from CWSD to NCE to develop a GIS Web Access System (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2022-6 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2022-6 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

INDEPENDENT CONTRACTOR

NCE 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other

than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).
- (L) Domestic preferences for procurements –
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2022-6 shall remain in full force and effect.

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

NICHOLS CONSULTING ENGINEERS, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Kevin Senn, Principal

Michael Workman, Chairperson

DATE: _____

DATE: _____

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #21 – For Possible Action: Approval of Addendum to Agreement #2023-12 – Neon Agency, I Am Carson River Watershed – Watershed Moments TV & Radio Campaign to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is an Addendum to Agreement #2023-12 – Neon Agency, I Am Carson River Watershed – Watershed Moments TV & Radio Campaign. This addendum will not impact the budget or schedule of the project

STAFF RECOMMENDATION: Approve Addendum to Agreement #2023-12 – Neon Agency, I Am Carson River Watershed – Watershed Moments TV & Radio Campaign to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2023-12 between Carson Water Subconservancy District and Neon Agency

WHEREAS on April 24, 2023, CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Neon Agency (hereinafter referred to "NEON") entered into an Agreement (hereinafter "Agreement #2023-12") addressing funding from CWSD to NEON to develop Watershed Moments TV & Radio Campaign (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2023-12 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2023-12 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

INDEPENDENT CONTRACTOR

NEON 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339](#)), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other

than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).
- (L) Domestic preferences for procurements –
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2023-12 shall remain in full force and effect.

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

NEON AGENCY

CARSON WATER SUBCONSERVANCY DISTRICT

Steve Cook, President & Managing Director

Michael Workman, Chairperson

DATE: _____

DATE: _____

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #22 – For Possible Action: Approval of Addendum to Agreement #2023-17 – J-U-B Engineers, Inc., Fish Springs & Pinenut Creek Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Agreement language with all our contracts that are federally funded. This addendum brings the agreement current to Code of Federal Regulations (CFR) as of August 1, 2023, and staff will be subscribed to revision notifications going forward.

Attached is an Addendum to Agreement #2023-17 – J-U-B Engineers, Inc., Fish Springs & Pinenut Creek Study. This addendum will not impact the budget or schedule of the project

STAFF RECOMMENDATION: Approve Addendum to Agreement #2023-17 – J-U-B Engineers, Inc., Fish Springs & Pinenut Creek Study to update Section 7 to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.



Addendum to Agreement #2023-17 between Carson Water Subconservancy District and J-U-B Engineers, Inc.

WHEREAS on July 24, 2023, CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and J-U-B Engineers, Inc. (hereinafter referred to "J-U-B") entered into an Agreement (hereinafter "Agreement #2023-17") addressing funding from CWSD to J-U-B to complete the Fish Springs and Pinenut Creek Study (hereafter "Project"); and

WHEREAS CWSD has determined *SECTION 7 – INDEPENDENT CONTRACTOR* of Agreement #2023-17 must be updated for compliance with the Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 (August 1, 2023)- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

NOW, THEREFORE, IT IS AGREED:

1. **SECTION 7 – INDEPENDENT CONTRACTOR** of Agreement #2023-17 will be replaced with the following language effective immediately upon signing and subject to any additional amendments to CFR Appendix II to Part 200, Title 2 during the life of the agreement:

INDEPENDENT CONTRACTOR

J-U-B 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.

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp.](#), p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that

communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

2. All other terms of Agreement #2023-17 shall remain in full force and effect.

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

J-U-B ENGINEERS, INC.

CARSON WATER SUBCONSERVANCY DISTRICT

Shane Dyer, Area Manager

Michael Workman, Chairperson

DATE: _____

DATE: _____

ADDENDUM TO AGREEMENT #2023-17 J-U-B
Fish Springs & Pinenut Creek Study

AGENDA ITEM #23

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #23 – For Possible Action: Approval of Revision to CWSD Purchasing & Procedure Policy to update to current language of Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

DISCUSSION: CWSD needs to update our Purchasing & Procedure Policy language to update to current Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards as of August 1, 2023. Staff has subscribed to revision notifications going forward. See attached revision to the CWSD Purchasing & Procedure Policy. The updated section of the policy is Section 4, beginning on page 4, through the end of the document.

STAFF RECOMMENDATION: Approve Revision to CWSD Purchasing & Procedure Policy to update to current language of Code of Federal Regulations (CFR) Appendix II to Part 200, Title 2 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Carson Water Subconservancy District

PURCHASING POLICIES & PROCEDURES

1. PURPOSE

To establish uniform policies and procedures to be used by CWSD employees in the procurement of supplies, services, equipment, public works projects, and professional services.

To establish uniform policies and procedures for vendors who wish to do business with CWSD.

To provide additional controls in the expenditure of public funds.

To ensure that all CWSD employees know and conduct all purchasing-related activities strictly in accordance with all applicable laws, best procurement practices and ethical standards in their acquisition of the goods and services necessary for CWSD operations.

2. POLICY:

For CWSD to purchase goods and services needed to accomplish its mission. The policy is for all CWSD employees who perform any part of the purchasing function to procure needed goods and services in a timely and efficient manner, obtaining the best and most suitable product at least cost to CWSD and in accordance with applicable laws, policies and procedures. CWSD will not enter into any contract where there may be a conflict of interest with an employee, Board Member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. (See CFR § 200.318)

CWSD will not contract with any entity that is currently on the Federal Debarment and Suspension status. Debarment and Suspension status will be determined before a grant contract is awarded. This status can be verified on the Excluded Parties List System (EPLS) on the System for Award Management (SAM) website (<https://www.sam.gov/>). Debarment and Suspension will also be checked annually. When the debarment verification is conducted, documentation of the status check will be included in the grant file.

3. PROCEDURES:

The following procedures will be followed for the purchase of supplies, services, public works, and professional services.

The Nevada Revised Statutes describe, and CWSD engages in, three categories of purchasing and related activities:

- A. Supplies and Services
- B. Public Works
- C. Professional Services

Procedures will be described below for each type.

A. Supplies and Services

1. Purchases of \$0 - \$5,000

These individual purchases are left to the discretion of the General Manager, as long as the expense is included in the budget. There is no legal requirement to secure more than one price. However, most items in this price range are readily available and competition must be sought when available.

2. Purchases of \$5,000- \$49,999

Written price quotations must be secured from at least two vendors capable of providing the commodity or performing the service, if two vendors are available, unless the purchase is otherwise exempted. The quotations must be documented in the contract file.

All purchases or contractual services which will be paid from local government, State or Federal funds must be made in compliance with Federal, State, and local laws.

As described in NRS 332.115, some contracts by their nature are not adapted to award by competitive bidding and therefore exempt from competitive bidding.

None of the statutory exceptions preclude CWSD from seeking price quotations, Requests for Proposal, or negotiating with providers should there be more than one possible source.

3. Purchases in excess of \$50,000

Written quotations will be secured from at least three vendors capable of performing the service or providing the commodity, if three vendors are available, unless the purchase is otherwise exempted. The quotations must be documented in the contract file.

Except as otherwise provided by law, notice to bid shall be given in the form of an advertisement published in a newspaper of general circulation within the County on all proposed contracts and purchases having an estimated aggregate amount of more than \$50,000. Such advertisements may be published in adjoining counties or states, as necessary, to ensure competitive bidding. (See NRS 332.045.)

The notice must state the nature, character or object of the contract, the time and place where bids will be received and opened and (if applicable) where plans and specifications may be seen. The notice must appear at least once and not less than seven (7) days before the opening of bids. Pending bids shall be available for public inspection and preparation.

Except as otherwise provided, procurement of items or services of \$50,000 or more which are not adaptable to competitive bidding, and where time is not a factor, shall have prior approval by the CWSD Board of Directors at a regularly scheduled meeting.

If more than one qualified supplier is solicited, but only one responsive bid is received, the procurement can be considered competitive. Furthermore, negotiations may then be

conducted with the one responding bidder.

B. Public Works

1. Projects \$0-\$25,000

Projects below \$25,000 require the solicitation of at least one written proposal from a properly licensed contractor.

2. Projects between \$25,000 and \$100,000

If the proposed project is between \$25,000 and \$100,000, CWSD shall solicit at least three informal proposals from properly licensed contractors. Although the law permits informal proposals, approved plans and specifications must be on hand. A public opening of the three proposals is strongly recommended; especially at the higher end of the dollar threshold. The appearance of propriety, honesty, ethics, and openness far outweigh the inconvenience of a brief public opening meeting.

Notice to bid may be given in the form of an advertisement published in a newspaper of general circulation within the County on a proposed contract having an estimated aggregate amount of less than \$100,000. Such advertisements may also be published in adjoining counties or states, as necessary, to ensure competitive bidding.

3. Projects over \$100,000

If the proposed project exceeds an estimated aggregate sum of \$100,000, CWSD shall conduct a formal advertised bid. For projects estimated at over \$100,000, the notice to bid shall be advertised as described above, in accordance with NRS 338.143.

The award recommendation will be presented by CWSD based upon a written recommendation, analysis, and tabulation of the bids submitted. Bid awards will be approved for award by CWSD Board of Directors as they require at a regularly scheduled meeting as a published agenda item.

All projects which will be paid in whole or part from local government, State or Federal funds must comply with Federal, State, and local laws.

The bid plans and specifications shall be prepared in such a manner as to not limit or restrict, directly or indirectly, to one specific concern.

If more than one qualified contractor is solicited, but only one responsive bid is received, the procurement can be considered competitive. Furthermore, negotiations may then be conducted with the one responding bidder.

The notice must state the nature, character or object of the contract, the time and place where bids will be received and opened and (if applicable) where plans and specifications may be seen

and obtained. The notice must appear at least once and not less than seven days before the opening of bids. Pending bids shall be available in CWSD office for public inspection and preparation.

If no responsive bids received CWSD may elect to re-bid.

C. Professional Services

Professional services generally consist of work performed by individuals licensed or certified to do that work. They may work independently or within a company, but the certification is of the individual.

The work, training and expertise distinguish one individual from another and therefore one individual in that profession cannot be accurately compared to another of the same profession and certification. Examples include doctors, dentists, attorneys, architects, engineers, certified public accountants, certain types of consultants and others who are professionally licensed or certified.

Professional services are exempt from competitive bidding by NRS 332.115 (1) (b). Generally, their services should not be solicited competitively because of the difficulty in comparing and evaluating competing bids.

Note that, according to NRS 625.530, "The selection of a professional engineer, professional land surveyor or registered architect... must be made on the basis of competence and qualifications... and not on the basis of competitive fees."

It is CWSD policy to select the most qualified professional individual for the job that is required and then attempt to negotiate a fee acceptable to both parties for the work to be done.

4. Code of Federal Requirements (CFR) PART 200 (Uniform Guidance)

When utilizing Federal funds CWSD will follow the more restrictive standards under NRS or OMB Uniform Guidance Procurement Standards (§§ 200.318 - 200.327).

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (See §§ 200.318 - §§200.327, and Appendix II below.)

Procurement Standards

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321, 200.322, and 200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318 through 200.327](#).

§ 200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared

services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or

equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases* —

(i) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance

with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases* —

(i) *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition

threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals.* A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the

maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or

quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition

Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

CWSD contract language under Section 7: Independent Contractor:

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (August 1, 2023) — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339](#)), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000

or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115–232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

DRAFT

AGENDA ITEM #24

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #24 – For Discussion Only: Presentation by John Cobourn regarding the 25-Year Anniversary of the Carson River Coalition

DISCUSSION: John Cobourn will give a presentation on the 25-Year Anniversary of the Carson River Coalition.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #25

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #25 – For Discussion Only: Presentation on the Virginia City – 6 Mile Canyon Area Drainage Master Plan

DISCUSSION: A Lumos & Associates representative will give a presentation on the Area Drainage Master Plan (ADMP) for Virginia City/6 Mile Canyon.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #26

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #26 – For Discussion Only: An Update on the 30-Year Regional Drought and Water Supply Study for the Carson River Watershed

DISCUSSION: Staff will give an update on the 30-Year Regional Drought and Water Supply Study for the Carson River Watershed.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #27

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: August 16, 2023

SUBJECT: Agenda Item #27 – For Discussion Only: Update on Lost Lakes

DISCUSSION: Staff will give an update on Lost Lakes.

STAFF RECOMMENDATION: Receive and file.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: August 16, 2023

SUBJECT: Agenda Item #28- 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 July 19, 2023:

- 7/20/23 - Ed met with Kip Allander & Adam Sullivan to discuss how NDWR is planning to administer groundwater rights & surface water rights
- 7/20/23 - Max & Kelly participated in River Wranglers outreach event for Carson Watasemu Day in Gardnerville
- 7/21/23 - Ed & Max met with USGS to review the Middle Carson River Model Report
- 7/21/23 - Debbie Met with Lyon County re: hazard Mitigation Planning
- 7/25/23 - Debbie met with Michael Baker re: FEMA MARS Report
- 7/25/23 - Ed met with USGS to review groundwater trends throughout the watershed
- 7/26/23 - Debbie attended Integrated Planning for Flood Resilience Webinar
- 7/26/23 - Kelly attended Office of Federal Assistance (OFA) Grant Webinar
- 7/26/23 - Debbie, Ed, Max & Kelly hosted CRC Floodplain Management Working Group meeting
- 7/28/23 - Ed attended meeting re: High-Water Mark Sign at River Fork Ranch
- 7/31/23 - Ed surveyed Lost Lakes
- 8/1/23 - Ed met with DRI re: WaterSmart Program
- 8/1/23 - Ed & Max attended NDWR Humbolt Conjunctive Management Stakeholder Meeting
- 8/1/23 - Max & Kelly demonstrated watershed model at Carson City Sheriff's National Night Out
- 8/1/23 - Kelly met with Neon to discuss Social Media strategy
- 8/2/23 - Debbie attended National Hazard Mitigation Workgroup meeting
- 8/2/23 - Ed gave a presentation to Gardnerville Ranchos GID Board of Directors
- 8/3/23 - Ed & Brenda met with Carson City re: Carson River Master Plan
- 8/3/23 - Kelly participated in Soil Sampling at Break-A-Heart Ranch in Dayton
- 8/8/23 - Ed attended CTWCD Board meeting
- 8/8/23 - Kelly demonstrated watershed model at Virginia City Sheriff's Night Out
- 8/9/23 - Ed & Debbie attended Douglas County Flood Risk meeting

8/16/23 CWSD Board Meeting
Agenda Item #28 - Staff Report

8/9/23 - Ed, Debbie & Max met with Douglas County re: Hazard Mitigation Plan and
Emergency Management

8/10/23 - Ed, Debbie & Max attended Walker Flood Risk meeting

STAFF RECOMMENDATION: Receive and file.

NO CORRESPONDENCE