

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Newlands Project, Nevada**

**CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND
THE TRUCKEE-CARSON IRRIGATION DISTRICT
PROVIDING FOR THE
OPERATION, MAINTENANCE, AND REPLACEMENT
OF THE NEWLANDS PROJECT**

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Exhibits

- Exhibit A – Truckee-Carson Irrigation District Strategic Plan
- Exhibit B – Sustainable OM&R Implementation
- Exhibit C – Other Agreements
- Exhibit D – Transfer Inspection Report
- Exhibit E – Memorandum of Agreement Regarding the Delivery and Use of Newlands
Project Water on the Fallon Indian Reservation
- Exhibit F – Protocol for NAGPRA, Inadvertent Discoveries on Federal Land
- Exhibit G – Contractual Requirements
- Exhibit H – Report Formats and Templates
- Exhibit I – Map of Transferred Works
- Exhibit J – Glossary of Acronyms
- Exhibit K – Percent of Deliveries Measured

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9 OF THE NEWLANDS PROJECT

10 THIS CONTRACT, entered this 25 day of August, 20 21, pursuant to
11 the Reclamation Act of June 17, 1902 (32 Stat. 388), and the acts amendatory and supplementary
12 thereto, including the Act of August 4, 1939 (53 Stat. 1187), the Act of October 12, 1982 (96
13 Stat. 1263), and the Act of November 16, 1990 (104 Stat. 3289), which acts are commonly
14 known and referred to as the Federal Reclamation Laws, by and between THE UNITED
15 STATES OF AMERICA, hereinafter referred to as "United States," acting through the Secretary
16 of the Interior, represented by the "Contracting Officer," and TRUCKEE-CARSON
17 IRRIGATION DISTRICT, hereinafter referred to as the "District," a political subdivision of the
18 State of Nevada, duly organized, existing, and acting pursuant to the laws of the State of Nevada,
19 each sometimes hereinafter individually called "Party", and sometimes hereinafter collectively
20 called "Parties".

21 WITNESSETH, That:

22 RECITALS

23 a. The United States and the District executed Contract No. 11r-93 on

24 December 18, 1926, which transferred the responsibility for operation and maintenance of the
25 Project to the District and provided for the District to act as fiscal agent for the repayment of
26 Project construction costs; and

27 b. On June 14, 1944, the United States entered into an amendatory contract to Ilr-93
28 which adjusted the amount of the construction charges that was to take effect as of January 1,
29 1942; and

30 c. On September 14, 1973, the United States provided notice to the District of
31 termination of Contract No. Ilr-93; and

32 d. On February 14, 1984, a temporary operation and maintenance agreement,
33 Contract No. 4-07-20-X0268, was entered into between the District and the United States; and

34 e. The District has repaid the original Project construction costs; and

35 f. On November 25, 1996, the United States and the District executed Contract No.
36 7-07-20-X0348, as amended and supplemented, to become effective on January 1, 1997, to
37 continue the care, operation, and maintenance of all the Project Works entrusted to it for a term
38 of twenty-five (25) years; and

39 g. The District remains eligible for Subsection I revenues pursuant to the Fact
40 Finders Act of 1924, Section 4, and consistent with Reclamation law and policy; and

41 h. On February 1, 2000, the United States assumed responsibility for the operation
42 and maintenance of Lake Tahoe Dam; and

43 i. The District sent a letter dated November 10, 2016, requesting initiation of the
44 contract renewal process for the continued operation and maintenance of the Project; and

45 j. The National Environmental Policy Act compliance requirement for execution of
46 this Contract has been met by the Categorical Exclusion dated September 30, 2019; and

47 k. The United States desires the District to continue such activities under the
48 following provisions;

49 NOW THEREFORE, in consideration of the mutual and dependent covenants herein
50 contained, the Parties mutually agree as follows:

51 DEFINITIONS

52 1. When used in this Contract, the term:

53 (a) "Commissioner" shall mean the Commissioner of the Bureau of
54 Reclamation.

55 (b) "Contract" shall mean this Contract between the United States and the
56 District providing for the operation, maintenance and replacement of the Newlands Project.

57 (c) "Contracting Officer" shall mean the United States of America, acting
58 through the Secretary of the Interior, or the Secretary's duly authorized representative. For
59 purposes of this Contract, the United States shall be represented by the Area Manager, Lahontan
60 Basin Area Office of the Interior Region 10 - California-Great Basin, Bureau of Reclamation
61 (Reclamation), unless otherwise provided.

62 (d) "Derby Fish Facility" shall mean the fish passage project, authorized as
63 part of the Washoe Project, that addresses the Derby Dam as one of the impediments to fish
64 movement on the Truckee River. The fish passage project has three components: (1) the fish
65 passage on the river left of the Derby Dam structure, (2) modification to automate two Derby
66 Dam river gates, #10 and #11, to maintain the required pool to allow the correct water flow
67 through the fish passage, and (3) a fish screen to allow for fish entrained in the Truckee Canal to
68 return to the Truckee River.

69 (e) "Derby Fish Screen" shall mean the fish screens, fish bypass pipelines,
70 and related structures and appurtenances constructed by the United States in the southwest
71 quarter (SW¼) of Section 19, Township 20 North, Range 20 East, Mount Diablo Base &
72 Meridian, in Storey County, Nevada.

73 (f) "Headgate" shall mean the structure where the water leaves the
74 Transferred Works.

75 (g) "Irrigation Use" shall mean the use of Project Water to irrigate land
76 primarily for the production of commercial agricultural crops or livestock, and domestic and
77 other uses that are incidental thereto.

78 (h) "M&I Use" shall mean the use of Project Water for municipal, industrial,
79 and miscellaneous other purposes not falling under the definition of "Irrigation Use" or within
80 another category of water use under an applicable Federal authority.

81 (i) "OCAP" shall mean the then current Operating Criteria and Procedures for
82 the Newlands Project promulgated by the Secretary of the Interior.

83 (j) "Operation, Maintenance, and Replacement" or OM&R shall mean the
84 ongoing, regular, or routine operation, maintenance, repairs, replacements, extraordinary
85 maintenance, and other activities and actions necessary for continued structural integrity and
86 operational reliability of Transferred Works, including major nonrecurring maintenance of a
87 Transferred Work that is intended to ensure the continued safe, dependable, and reliable delivery
88 of authorized Project benefits.

89 (k) "Project" shall mean the Newlands Reclamation Project located in
90 California and Nevada.

91 (l) "Project Water" shall mean water, including Project seepage and return
92 flows, that is developed by, pumped or diverted into and/or stored in Reclamation facilities under
93 the exercise of water rights granted to or acquired by the United States or others including
94 decreed, permitted, certificated or licensed water rights, or other grants to the United States or
95 others for the Project.

96 (m) "Project Works" shall mean all federally owned facilities used for Project
97 purposes and includes Lahontan Dam, reservoir, and lands; Lake Tahoe Dam, reservoir, and
98 lands; the Derby Diversion Dam and lands; the Old Lahontan Power Plant, and all essential
99 federally owned lands, easements, rights-of-way, dams, diversion works, buildings, canals,
100 laterals, sublaterals, ditches, distribution and drainage systems, and stock water pipelines.

101 (n) "Reserved Works" shall mean all Project Works not included as a
102 "Transferred Works."

103 (o) "Substantial Change" shall mean a modification in, or addition to, a
104 Project facility which involves changes in the original design intent, function, and/or operational
105 parameters of the facility, or changes in Project benefits, including non-routine maintenance
106 activities that involve construction or reconstruction of a portion of the facility. These
107 modifications may be capitalized or non-capitalized. The term Substantial Change has no
108 bearing on any term or obligation under the National Environmental Policy Act.

109 (p) "Supervisory Control And Data Acquisition (SCADA) System" shall mean
110 all hardware, software and programming used to remotely control and monitor the operations of a
111 facility or feature.

112 (q) "Transferred Works" shall mean all federally owned facilities and
113 federally administered lands which have been transferred by the United States to the District for
114 OM&R as delineated in Exhibit I, attached to this Contract.

115 (r) "Valid Headgate Delivery" shall mean the product of eligible land actually
116 irrigated multiplied by the appropriate water duty. Deliveries in excess of this volume or to non-
117 water righted land are invalid.

118 (s) "Washoe Project" shall mean the Washoe Reclamation Project located in
119 California and Nevada with major facilities consisting of Prosser Creek, Stampede and Marble
120 Bluff dams, and the Derby Fish Facility.

121 (t) "Water Conservation" shall mean increasing the efficiency of water use
122 and conveyance and distribution systems which results in meaningful and measurable reductions
123 in water diverted from the Truckee River and/or released from Lahontan Reservoir.

124 EFFECTIVE DATE AND TERMINATION

125 2. (a) This Contract shall be effective as of January 1, 2022, and shall remain in
126 effect for twenty-five (25) years thereafter; *Provided, That* this Contract is not terminated at an
127 earlier date pursuant to paragraph (b) herein. Subject to modification acceptable to the
128 Contracting Officer and the District, the District shall have the option to renew this Contract by
129 providing written notice of such to the Contracting Officer not more than one (1) year, but not
130 less than six (6) months, prior to the end of the then current term, unless by mutual agreement to
131 renew sooner.

132 (b) This Contract may be terminated, in whole or in part, at any time prior to
133 its expiration either pursuant to Article 20 or alternatively as set forth in paragraph (c) herein.

134 (c) The Commissioner may terminate the Contract in whole or in part upon a
135 determination that the District is operating the Project in substantial violation of one or more
136 provisions in the applicable OCAP, applicable Federal law, or a written directive or
137 determination of the Federal Water Master. Before the Commissioner takes such action, the

138 Contracting Officer shall notify the District in writing of the intent to terminate the Contract and
139 the grounds for the proposed termination. The District shall have ten (10) working days
140 following receipt of notification from the Contracting Officer to respond in writing to the
141 notification. If the Contracting Officer determines that the District's response does not
142 sufficiently justify its contested operation of the Project or that the District has not agreed to cure
143 the contested operation in a timely manner, if such cure is available, the Contracting Officer may
144 request that the Commissioner issue a written notice of contract termination to the District, in
145 accordance with this paragraph.

146 (d) If the Commissioner issues a written determination described in paragraph
147 (c) herein, such determination shall specify the effective date of the termination; *Provided, That*
148 such effective date shall not be less than forty-five (45) days after the date of the written
149 determination and; *Provided Further*, that the effective date of the termination may be extended
150 by mutual agreement of the Parties.

151 (e) During the period between the date of the Commissioner's written
152 determination described in paragraph (c) herein and the effective date of the termination
153 described in paragraph (d) herein, if the District files an action in the United States District Court
154 for the District of Nevada contesting the Commissioner's determination and seeking an order
155 staying the effective date of the termination, and/or requesting temporary and/or permanent
156 injunctive relief, absent a Court order staying the termination of this Contract or a final Court
157 order temporarily or permanently restraining such termination, the Contracting Officer and the
158 District shall cooperate in developing a procedure and schedule for the transfer of the
159 Transferred Works back to the United States in such a manner so as to reduce insofar as possible
160 the detrimental impacts of the Contract termination on the Project water users.

161 (f) Upon any termination of this Contract, the United States will take over
162 from the District the care and OM&R of the Transferred Works. Funds and reserves in the
163 District's possession, including without limitation all other funds collected for, or allocated to,
164 the OM&R of the Transferred Works shall be retained or distributed by the District in
165 accordance with the direction of the District's board of directors. The conservation funds
166 established under Article 16 shall remain available to the United States.

167 (g) A review may be performed periodically to review and update standard
168 articles and incorporate any new statutory requirements applicable to this Contract.

169 TRANSFER INSPECTION

170 3. The District has been the operation and maintenance contractor since 1926.
171 Joint inspections of the Transferred Works have been conducted by the United States and the
172 District. Report covers, signatory pages and transmittal letters from inspections carried out
173 since March 2018 will serve as the transfer inspection report and are included in Exhibit
174 D. These reports were previously provided to the District and are on file with Reclamation.

175 OPERATION AND MAINTENANCE OF TRANSFERRED WORKS

176 4. (a) The Contracting Officer has transferred and the District has accepted and
177 assumed the care, operation, and maintenance of Transferred Works. Title to the Transferred
178 Works will remain in the name of the United States, unless otherwise provided by the Congress
179 of the United States.

180 (b) The District, without expense to the United States, will care for, operate
181 and maintain the Transferred Works in full compliance with the terms of this Contract and in
182 such a manner that the Transferred Works remain in good and efficient condition.

183 (c) Necessary repairs of the Transferred Works will be made promptly by the
184 District. In case of unusual conditions or serious deficiencies in the care, operation, and
185 maintenance of the Transferred Works threatening or causing interruption of water service, the
186 Contracting Officer may issue to the District a special written notice of those necessary repairs.
187 Except in the case of an emergency, the District will be given sixty (60) days to either make the
188 necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting
189 Officer. In the case of an emergency, or if the District fails to either make the necessary repairs

190 or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within sixty
191 (60) days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and
192 the cost of those repairs will be paid by the District as directed by the Contracting Officer.

193 (d) The District will not make any Substantial Changes in the Transferred
194 Works without first obtaining written consent of the Contracting Officer. The District will
195 ensure that no unauthorized encroachment occurs on Project land and rights-of-way.

196 (e) The District agrees to indemnify the United States for, and hold the United
197 States and all of its representatives harmless from, all damages resulting from suits, actions, or
198 claims of any character, except for intentional torts committed by employees of the United
199 States, brought on account of any injury to any person or property arising out of any act,
200 omission, neglect, or misconduct in the manner or method of performing any construction, care,
201 operation, maintenance, supervision, examination, inspection, or other duties of the District or
202 the United States on Transferred Works required under this Contract, regardless of who performs
203 those duties.

204 (f) The District will cooperate with the Contracting Officer in implementing
205 an effective dam safety program. The United States agrees to provide the District and the
206 appropriate agency of the State in which the Project facilities are located with design data,
207 designs, and an operating plan for the dam(s) and related facilities consistent with the current
208 memorandum of understanding between the United States and the State relating to the
209 coordination of planning, design, construction, operation, and maintenance processes for dams
210 and related facilities, as required.

211 (g) In the event the District is found to be operating the Transferred Works or
212 any part thereof in violation of this Contract or the District is found to be failing any financial
213 commitments or other commitments to the United States under the terms and conditions of this
214 Contract, then upon the election of the Contracting Officer, the United States may take over from
215 the District the care, operation, and maintenance of the Transferred Works by giving written
216 notice to the District of such election and the effective date thereof. Thereafter, during the period
217 of operation by the United States, upon notification by the Contracting Officer the District will
218 pay to the United States, annually in advance, the cost of operation and maintenance of the works
219 as determined by the Contracting Officer. Following written notification from the Contracting
220 Officer the care, operation, and maintenance of the works may be transferred back to the District.

221 (h) In addition to all other payments to be made by the District under this
222 Contract, the District will reimburse to the United States, following the receipt of a statement
223 from the Contracting Officer, all miscellaneous costs incurred by the United States for any work
224 involved in the administration and supervision of this Contract.

225 (i) Nothing in this Article will be deemed to waive the sovereign immunity of
226 the United States.

DERBY DAM FISH FACILITIES

227

228 5. (a) Upon completion of the Derby Fish Screen (part of the Washoe Project),
229 the District shall be responsible for paying all power bills arising from the operation of the Derby
230 Dam and Derby Fish Facility. The District shall also assume any operation and maintenance
231 responsibilities for the power line, including replacement at such time and in such manner as
232 deemed necessary by the then power provider.

233 (b) The United States shall install or cause to be installed communications
234 services required to allow remote operations of the Derby Fish Screen. The United States shall
235 be responsible for the monthly cost of communications service for the duration of the initial
236 agreement with AT&T of three (3) years. After completion of the initial agreement, the District
237 shall be responsible for providing and paying for all communication services arising from the
238 operation of the Derby Fish Screen.

239 (c) The United States has prepared the Designer's Operating Criteria (DOC)
240 for the Derby Fish Screen and furnished a copy to the District. The DOC describes proper
241 bypass and fish screen operation and maintenance requirements and procedures.

242 (d) The United States, with the assistance of the District, completed and will
243 maintain a Standard Operating Procedures (SOP) manual for the Derby Fish Facilities.

244 (e) In the event flows in the Truckee River fall outside the operational
245 capabilities of Derby Dam river gates #10 and #11, or for other special conditions, the District
246 will be responsible for making the necessary adjustments to the Derby Dam river gates,
247 including gates #10 and #11, in accordance with the Derby Dam SOP.

248 (f) For security reasons, the SCADA System required to control the Derby
249 Fish Facility located in the control buildings at Derby Dam and the Derby Fish Screen, will

250 remain the responsibility of the United States. Any changes to this SCADA System will be
251 the responsibility of Reclamation. All changes to the Derby Fish Facility SCADA System
252 required by the District, will require written request and approval by Reclamation. Upon
253 approval Reclamation will coordinate and complete the necessary changes.

254 (g) For security reasons, the SCADA System required to control Derby Dam
255 or the Derby Fish Screen located at the TCID office will remain the responsibility of TCID. This
256 SCADA System and any changes to it must be authorized in writing by Reclamation.

257 PERFORMANCE WORK STATEMENT

258 6. (a) The District shall, in consultation with the Contracting Officer, prepare a
259 performance work statement (PWS). The PWS will consist of a three (3) year OM&R forecast,
260 standard operating procedures for all the major facilities, Emergency Action Plans (EAPs) and
261 Emergency Management Plans (EMPs) as applicable, a five (5) year strategic plan, strategy
262 implementation plans and an annual accomplishments report as described in Exhibit G.

263 (b) The District shall prepare a five (5) year strategic plan, including detailed
264 implementation plans, acceptable to Reclamation. The strategic plan will cover, at a minimum,
265 Water Conservation, facility reliability and water delivery reporting. The District has developed
266 the first five (5) year strategic plan, attached as Exhibit A to this Contract. Each five (5) year
267 strategic plan will be in the format used for, and substantially similar to, Exhibit A, including
268 implementation plans for each identified strategy.

269 (c) By December 31st of each year, the District shall submit an
270 accomplishment report that provides information on the tasks detailed in the implementation
271 plans that were scheduled for completion during the District's previous fiscal year. If specific
272 deliverables were identified in the implementation plan, those deliverables should be included

273 with the accomplishment report. If the District determines a need to adjust the implementation
274 plans, the adjustments should be submitted with the accomplishments report for acceptance by
275 Reclamation. Also, by December 31st, the District shall submit a report on completion of the
276 OM&R Work Forecast for the District fiscal year ended the previous June 30th.

277 (d) By February 1st of each year, the District shall review and update all
278 standard operating procedures, EAPs, and EMPs and provide updates to Reclamation.

279 (e) By March 1st of each year the District will submit a draft of the updated
280 three (3) year OM&R Work Forecast (adjusting the existing forecast and adding another year to
281 maintain a three (3) year forecast). Working with Reclamation, the District will finalize the
282 update prior to June 30th.

283 (f) At the end of each five (5) year PWS planning interval, Reclamation shall
284 review the rate of accumulation and/or total fund amounts required for the emergency reserve
285 fund and water conservation fund. If Reclamation finds that the plans and strategies were
286 implemented in accordance with their terms, and that anticipated results are observed,
287 Reclamation may reduce the accumulation rates and/or fund totals. The new rates and/or totals
288 may not be adjusted by more than five (5) percent; *Provided, however*, if progress towards
289 achieving goals and objectives slows considerably or ceases, Reclamation may increase the
290 accumulation rates and/or fund totals.

291 (g) If the District fails to develop an acceptable PWS prior to the due date, the
292 water conservation fund and/or emergency reserve fund accumulation rate shall automatically
293 be increased by five (5) percent.

294

TECHNICAL WORKGROUP

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7. The District and the Contracting Officer shall designate appropriate technical

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personnel to form a technical work group which shall meet on a periodic basis to review ongoing

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activities. The technical work group will review, at a minimum, but not be limited to: proposals

298

for additions and alterations to the Transferred Works for technical adequacy and compliance

299

with Reclamation standards; review the status of the implementation plan tasks; and review of

300

documents and reports as required by this Contract. The meeting frequency shall be at least

301

quarterly.

302

COMPLIANCE WITH APPLICABLE REQUIREMENTS

303

8. (a) The District shall comply with all applicable Federal, state, and local laws

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and regulations and Reclamation policies and instructions existing, or hereafter enacted or

305

promulgated concerning Federal Project lands, Project Waters, or Project Works.

306

(b) The District shall submit reports in accordance with Exhibit G.

307

EXAMINATION, INSPECTION, AND AUDIT OF TRANSFERRED WORKS, RECORDS,

308

AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND

309

MAINTENANCE

310

9. (a) The Contracting Officer may, from time to time, examine the following:

311

the District's books, records, and reports; the Transferred Works being operated by the District;

312

the adequacy of the operation and maintenance program; the emergency reserve fund; and the

313

Water Conservation program including the water conservation fund. Notwithstanding title

314

ownership, where the United States retains a financial, physical, or other interest in facilities

315

either constructed by the United States or with funds provided by the United States, the

316

Contracting Officer may examine any or all of the facilities providing such interest to the United

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States.

318

(b) The Contracting Officer may, or the District may ask the Contracting

319

Officer to, conduct special inspections of any Transferred Works being operated by the District

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and special audits of the District's books and records to ascertain the extent of any operation and

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maintenance deficiencies to assist the District in determining the remedial measures required for

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their correction and to assist the District in solving specific problems. Except in an emergency,

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any special inspection or audit shall be made only after written notice thereof has been delivered

324

to the District by the Contracting Officer.

325 (c) The District shall provide access to the Transferred Works, operate any
326 mechanical or electrical equipment, and be available to assist in the examination, inspection, or
327 audit.

328 (d) The Contracting Officer shall prepare reports based on the examinations,
329 inspections, or audits and furnish copies of such reports and any recommendations to the District.

330 (e) The costs incurred by the United States in conducting operation and
331 maintenance examinations, inspections, and audits and preparing associated reports and
332 recommendations related to high- and significant-hazard dams and associated facilities shall be
333 nonreimbursable. Associated facilities include carriage, distribution, and drainage systems;
334 pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and
335 storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on
336 a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including
337 hatcheries; river channelization features; rural/municipal water systems; desalting and other
338 water treatment plants; maintenance buildings and service yards; facilities constructed under
339 Federal loan programs (until paid out); and recreation facilities (Reserved Works only); and any
340 other facilities as determined by the Contracting Officer.

341 (f) Expenses incurred by the District, as applicable, in participating in the
342 operation and maintenance site examination will be borne by the District.

343 (g) Requests by the District for consultations, design services, or modification
344 reviews, and the completion of any operation and maintenance activities identified in the formal
345 recommendations resulting from the examination (unless otherwise noted) are to be funded as
346 Project operation and maintenance and are reimbursable by the District to the extent of current
347 Project operation and maintenance allocations.

348 (h) Site visit special inspections that are beyond the regularly scheduled
349 operation and maintenance examinations conducted to evaluate particular concerns or problems
350 and provide assistance relative to any corrective action (either as a follow up to an operation and
351 maintenance examination or when requested by the District) shall be nonreimbursable.

352 (i) The Contracting Officer may provide the State(s) an opportunity to
353 observe and participate in, at its (their) own expense, the examinations and inspections. The
354 State(s) may be provided copies of reports and any recommendations relating to such
355 examinations and inspections.

356 EMERGENCY RESERVE FUND

357 10. (a) The District has an existing emergency reserve fund and those monies
358 shall carryover into this Contract. Commencing on execution of this Contract, the District shall
359 continue to maintain that emergency reserve fund to meet costs incurred during periods of
360 special stress caused by damaging droughts, storms, earthquakes, floods, or other emergencies
361 threatening or causing interruption of water service.

362 (b) The District shall accumulate the emergency reserve fund with annual
363 deposits or investments of not less than \$100,000 to a Federally insured, interest- or dividend-
364 bearing account or in securities guaranteed by the Federal Government: *Provided, That* money
365 in the emergency reserve fund, including accrued interest, shall be available within a reasonable
366 time to meet expenses for such purposes as those identified in paragraph (d) herein. Such annual
367 deposits and the accumulation of interest to the emergency reserve fund shall continue until the
368 basic amount of \$475,000 is accumulated. Following an emergency expenditure from the
369 emergency reserve fund, the annual deposits shall continue from the year following the
370 emergency expenditure until the previous balance is restored. After the initial amount is
371 accumulated or after the previous balance is restored, the annual deposits may be discontinued,
372 and the interest earnings shall continue to accumulate and be retained as part of the emergency
373 reserve fund.

374 (c) Upon mutual written agreement between the District and the Contracting
375 Officer, the basic emergency reserve fund or the accumulated emergency reserve fund may be
376 adjusted to account for risk and uncertainty stemming from the size and complexity of the
377 Project; the size of the annual operation and maintenance budget; additions to, deletions from, or
378 changes in Transferred Works; and operation and maintenance costs not contemplated when this
379 Contract was executed.

380 (d) The District may make expenditures from the emergency reserve fund
381 only for meeting routine or recurring operation and maintenance costs incurred during periods of
382 special stress, as described in paragraph (a) herein; or for meeting unforeseen extraordinary
383 operation and maintenance costs; or for meeting unusual or extraordinary repair or replacement
384 costs; or for meeting betterment costs (in situations where recurrence of severe problems can be
385 eliminated) during periods of special stress. Proposed expenditures from the fund shall be
386 submitted to the Contracting Officer in writing for review and written approval prior to
387 disbursement. Whenever the emergency reserve fund is reduced below the current balance by
388 expenditures therefrom, the District shall restore that balance by the accumulation of annual
389 deposits as specified in paragraph (b) herein.

390 (e) During any period in which any of the Transferred Works are operated and
391 maintained by the United States, the District agrees the emergency reserve fund shall be
392 available for like use by the United States.

393 (f) On or before September 30th of each year, the District shall provide a
394 current statement of the principal and accumulated interest of the emergency reserve fund
395 account to the Contracting Officer.

396 ADMINISTRATION OF FEDERAL PROJECT LANDS

397 11. (a) The lands and interests in lands acquired, withdrawn, or reserved and
398 needed by the United States for the purposes of care, operation, and maintenance of Transferred
399 Works may be used by the District for such purposes. The District shall ensure that no
400 unauthorized encroachment occurs on Federal Project lands and rights-of-way. The District does

401 not have the authority to issue any land-use agreement or grant that conveys an interest in
402 Federal real property, nor to lease or dispose of any interest of the United States.

403 (b) The United States retains responsibility for compliance with the National
404 Historic Preservation Act of 1966, and the Native American Graves Protection and Repatriation
405 Act of 1990. The District will notify the Contracting Officer and, only when on tribal land, also
406 notify the appropriate tribal official, immediately upon the discovery of any potential historic
407 properties or Native American human remains, funerary objects, sacred objects, or objects of
408 cultural patrimony and follow the protocols provided in Exhibit F.

409 SUBSECTION I REVENUES

410 12. (a) Pursuant to Subsection I of the Fact Finders' Act, 43 U.S.C. 501, the
411 District meets the eligibility requirements to receive front-end credits derived from the net profits
412 from operation of Project power plants, grazing and farming leases on United States lands and
413 the sale or use of lands that have been classed and subdivided as town site lots. Net profits are
414 the remainder of gross revenues after subtracting the Federal government's costs of OM&R, or
415 managing the property or facility generating the revenues as determined by the Contracting
416 Officer. Front-end credits derived from those net profits shall be credited in accordance with
417 applicable law, rule, regulation, Reclamation policy, Reclamation directive, Reclamation
418 guideline, or Reclamation revenue crediting criteria. Front-end credits are not guaranteed.

419 (b) Front-end credits are credited in priority first to the annual construction
420 repayment obligation, second to the annual OM&R expenses, and third to any project purpose as
421 directed by the District. If there is no outstanding obligation or OM&R expenses to apply these
422 credits to, front-end credits will become statutory credits and will accumulate to be applied to
423 any future reimbursable appropriated construction obligations of the District.

424 (c) The District shall provide payment to Reclamation within thirty (30) days
425 of receipt of revenues received as a result of power generation from the operation of the Old
426 Lahontan Power Plant, a Transferred Works facility, without deduction for any charge, claim, or

427 expense experienced by the District. The District must also include a copy of the accounting
428 detail as provided by the power purchasing entity. Reclamation shall apply these revenues in
429 accordance with applicable law, rule, regulation, Reclamation policy, directive, or guideline or
430 Reclamation revenue crediting criteria.

431 (d) The Contracting Officer shall provide to the District annually within
432 ninety (90) days following the end of the Federal Government's fiscal year, a detailed accounting
433 of Subsection I revenues received from the use of Project land and Project Works, all related
434 expenses, and the manner in which the net profits have been credited.

435 (e) The District shall provide a copy of any agreement with any entity for
436 leasing of electrical facilities or power generation relating to Old Lahontan Power Plant within
437 thirty (30) days of execution of this Contract.

438 FALLON INDIAN RESERVATION

439 13. (a) The Parties have entered into a Memorandum of Agreement (MOA),
440 attached as Exhibit E to this Contract, on November 3, 2020, regarding the delivery and use of
441 Project Water on the Fallon Indian Reservation. To the extent that any provision of the MOA is
442 inconsistent with any provision of this Contract the MOA shall be controlling.

443 (b) The District shall have no obligation to pay for the development or
444 construction of new or expanded Project Works on the Reservation.

445 (c) Upon receipt of a bill therefor by July 1 of each year, the Secretary of the
446 Interior, Bureau of Indian Affairs, shall pay to the District the established annual operation,
447 maintenance, and replacement charges for the District activities. Copies of such bills shall
448 simultaneously be provided to the Tribe. The District shall be entitled to interest on late payment
449 of such charges, as determined under section 3 of the Prompt Payment Act of 1988,

450 P.L. 100-496, 31 U.S.C. 3902, and the District shall not delay or withhold service because
451 payment is not timely.

452 OTHER AGREEMENTS

453 14. Other agreements between the District and other entities for the delivery of water
454 through Project Works are listed in Exhibit C. Any modifications of existing agreements listed
455 in Exhibit C, or any future agreements, which will affect Project Works or Project operations or
456 delivery of water to Project water users shall be approved or acknowledged by the Contracting
457 Officer prior to execution. A fully executed agreement shall be transmitted to the United States
458 thirty (30) days after execution.

459 WATER MEASUREMENT AND REPORTING

460 15. (a) The District shall be responsible for locating, installing, operating and
461 maintaining, replacing, and upgrading all measuring devices and implementing all water
462 measuring strategies, as further defined in the PWS, at no cost to the United States. Measuring
463 devices shall be calibrated, continually recording devices with a water measurement and gaging
464 standard operating procedure for OM&R acceptable to the Contracting Officer.

465 (b) All surface water delivered within the District's boundary shall be
466 measured on the Transferred Works for each Headgate.

467 (c) The District shall report water deliveries and diversions monthly or in the
468 frequency prescribed in the then current OCAP.

469 (d) At the discretion of the Contracting Officer, Reclamation may audit the
470 District's water measurement accuracy and delivery reporting.

WATER CONSERVATION FUND

471

472 16. (a) The District has an existing water conservation fund (Fund) and those
473 monies shall carryover into this Contract to be used solely for installation of new measuring
474 devices that measure an additional acreage of water righted fields above the then current
475 percentage (as described in paragraph (d) herein). The District shall continue the Fund for each
476 District fiscal year dedicated to the implementation of the Water Conservation measures pursuant
477 to implementation of the PWS. The Fund monies shall be deposited into a federally insured,
478 interest- or dividend-bearing account or in securities guaranteed by the Federal Government
479 separate from the District's other accounts; *Provided, That* money in the Fund, including accrued
480 interest, shall be available within a reasonable time to meet expenses for such purposes as those
481 identified in this Article. During any period in which any of the Transferred Works are operated
482 and maintained by the United States, the District agrees the Fund shall be available for like use
483 by the United States. Notwithstanding any other provisions of this Article, the monies in the
484 Fund shall be disbursed only in accordance with the PWS.

485 (b) The District shall pay into the Fund twelve (12) percent of the billed O&M
486 assessments each District fiscal year. Any unexpended balance at the end of any year shall be
487 carried forward as additional funds available in following years. The District shall maintain an
488 accounting of said Fund and provide a water conservation fund report as described in Exhibit G.
489 Contributions to the Fund shall continue on an annual basis during the term of this Contract for
490 as long as deemed necessary by the Contracting Officer.

491 (c) The District may only expend monies in the Fund in accordance with the
492 PWS. In the event a review of the water conservation fund report reveals monies from the Fund
493 were not expended in compliance with this Contract, including the PWS, the District, upon

494 notification by the Contracting Officer, shall promptly reimburse the Fund for the amount
495 expended incorrectly.

496 (d) Until such time as the District is able to accurately measure water
497 deliveries to ninety (90) percent of water righted fields throughout the Project with calibrated,
498 continually recording devices, fifty (50) percent of the Fund shall be restricted to installation of
499 new measuring devices that measure an additional acreage of water righted fields above the then
500 current percentage of acreage. For purposes of this Contract, accurate measurement of deliveries
501 to water righted fields is defined as the "acreage of water righted fields with accurately measured
502 deliveries" divided by the "Project total water righted acreage" (see Exhibit K).

503 ADMINISTRATIVE COSTS

504 17. (a) Commencing on execution of this Contract and each year thereafter, the
505 District shall advance funds in the amount of \$20,000 to cover administrative costs incurred by
506 the United States to perform activities necessary to implement the provisions of this Contract.
507 Subsection I revenues shall not be credited for the administrative costs. Such administrative
508 costs shall include, but are not limited to, the following practices as they relate to administering
509 the provisions of this Contract: (i) review of documents the District is required to submit;
510 (ii) Contract reviews and updates; (iii) costs incurred in resolving disputes pursuant to Article 20;
511 (iv) general Contract administration; (v) review of the PWS; and (vi) additional mutually agreed
512 upon activities.

513 (b) By December 1st of each year, the Contracting Officer shall provide the
514 District with a total of the administrative costs expended for the previous federal fiscal year and
515 the total amount due for the next year's administrative costs in accordance with this Article.

516 (c) The first payment shall be due upon execution of this Contract.
517 Thereafter, the District shall advance such funds no later than December 31st of each year to
518 cover the subsequent calendar year's administrative costs. The amount of advanced funds in
519 subsequent years shall be equal to the \$20,000 less the balance of administrative costs not
520 expended in the previous federal fiscal year (if any).

521 (d) The Contracting Officer shall notify the District any time during the year
522 if it becomes apparent that the United States' administrative costs will exceed the amount paid
523 pursuant to this Article. The District shall pay the additional anticipated reimbursable costs to
524 the United States within thirty (30) days of receipt of the notice. If the additional costs are
525 disputed, then the dispute shall be resolved in accordance with Article 20; *Provided, That* the
526 District shall still be required to pay the additional administrative costs to the United States
527 within thirty (30) days subject to adjustment based on the outcome of the dispute resolution.

528 WORK REQUESTED BY THE DISTRICT

529 18. In addition to all other payments to be made by the District pursuant to this
530 Contract, the District shall pay the United States an agreed upon advance payment based on
531 anticipated costs to be incurred by the United States pursuant to a request by the District for
532 work to be performed by Reclamation. Such costs shall include a percentage for administrative
533 and general overhead in accordance with Reclamation policy and procedures. Upon receipt of a
534 written request from the District, the Contracting Officer shall provide a written cost estimate to
535 the District. The District shall transmit to the Contracting Officer the advance payment and work
536 shall commence promptly. Any change in the scope of work originally provided by the District
537 shall be promptly transmitted to the Contracting Officer. The Contracting Officer shall provide
538 an additional cost estimate to the District to cover the change in scope. The District shall

539 transmit an additional advance payment to cover the change in scope. The Contracting Officer
540 shall set up a special account for activities related to this Article. Upon request by the District,
541 the Contracting Officer shall provide the District with reports of the costs incurred.

542 CHARGES FOR DELINQUENT PAYMENTS

543 19. (a) The District shall be subject to interest, administrative, and penalty
544 charges on delinquent payments. If a payment is not received by the due date, the District shall
545 pay an interest charge on the delinquent payment for each day the payment is delinquent beyond
546 the due date. If a payment becomes sixty (60) days delinquent, the District shall pay, in addition
547 to the interest charge, an administrative charge to cover additional costs of billing and processing
548 the delinquent payment. If a payment is delinquent ninety (90) days or more, the District shall
549 pay, in addition to the interest and administrative charges, a penalty charge for each day the
550 payment is delinquent beyond the due date, based on the remaining balance of the payment due
551 at the rate of six (6) percent per year. The District shall also pay any fees incurred for debt
552 collection services associated with a delinquent payment.

553 (b) The interest rate charged shall be the greater of either the rate prescribed
554 quarterly in the Federal Register by the Department of the Treasury for application to overdue
555 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be
556 determined as of the due date and remain fixed for the duration of the delinquent period.

557 (c) When a partial payment on a delinquent account is received, the amount
558 received shall be applied first to the penalty charges, second to the administrative charges, third
559 to the accrued interest, and finally to the overdue payment.

560 RESOLUTION OF DISPUTES

561 20. (a) Disputes shall be resolved in the following manner: (i) the complaining
562 Party shall notify the other Party, in writing, of the particulars of the dispute; (ii) the recipient of
563 such notice shall have ten (10) working days to respond in writing; (iii) if the recipient does not
564 agree to the cure provided in the notice, an independent Reclamation employee, qualified by
565 education and/or experience, shall be selected within forty-five (45) calendar days of issuance of
566 the notice to serve as hearing officer at a formal administrative hearing; (iv) the hearing officer
567 shall present a recommended decision to the Commissioner; and (v) the Commissioner shall
568 make the final decision and notify the Parties in writing. Where appropriate, such decision shall
569 describe the method and manner of cure and specify the time frame in which the cure shall be

570 completed. Such decision may also provide that the Contract shall be terminated as provided in
571 Article 2 if the cure is not completed within the time frame specified. At any time during this
572 dispute resolution process prior to the submittal of the recommendation of the hearing officer to
573 the Commissioner, a designated representative of the District may meet with a designated
574 representative of Reclamation to resolve the dispute. It is the intent of the Parties to this
575 Contract, that disputes be resolved pursuant to this paragraph as expeditiously as is reasonably
576 possible to avoid the necessity of terminating this Contract.

577 (1) Notice shall be by certified mail, return receipt requested or
578 equivalent method, and shall state with specificity: (i) the provision(s) of this Contract believed
579 to be violated; (ii) the action(s) which the complainant believes constitute a breach of this
580 Contract; (iii) the reason(s) that the complaining Party believes that a cure is warranted; and
581 (iv) action(s) that the complainant believes are necessary to cure the violation including the
582 time period in which the cure is to be effected.

583 (2) The hearing officer shall be selected from within Reclamation by
584 mutual agreement of the Parties. In the event agreement on a specific hearing officer cannot be
585 reached by the Parties, each Party shall nominate one (1) such person and the nominated
586 persons shall select a third person to act as hearing officer. The rules and procedures for
587 appeals governing matters heard by the Office of Hearings and Appeals of the Department of
588 Interior shall be applicable to the hearing and recommended determination of the hearing officer
589 designated pursuant to this paragraph.

590 (3) The decision of the Commissioner shall be final for the purposes of
591 judicial review upon the date of receipt of written notice by the Parties hereto. In the event that
592 receipt is not simultaneous, the date of latest receipt shall govern.

593 (b) The cost incurred by Reclamation in resolving disputes shall be
594 considered administrative costs under Article 17. The final decision in all dispute resolution
595 processes shall include a determination of the respective costs or portions of the cost of the
596 dispute resolution process to be borne by each Party.

597 (c) The procedures set forth below in this Article shall not apply to disputes
598 regarding the interpretation and/or implementation of the OCAP.

599 LIABILITY

600 21. (a) The District shall hold harmless the United States, its officers, agents and
601 employees from legal liability for damages of any nature whatsoever arising out of any actions or
602 omissions by the District, its officers, agents and employees related to the care, OM&R of the
603 Transferred Works since December 18, 1926, where such liability is caused by an error or omission
604 of the District, its officers, agents or employees.

605 (b) Within thirty (30) days of receipt by either Party of any claim for liability
606 arising from actions within the scope of this Contract, the Party receiving the claim shall notify
607 the other Party of such claim and provide a copy of the claim to the other Party, if it is in written
608 form. Nothing in this Article shall be construed to limit the right of either Party to assert such
609 affirmative defenses and file such cross complaints as may be appropriate in relation to any claim
610 affecting the liability of such Party.

611 WATER SHORTAGES

612 22. (a) If there is a reduction in the quantity of Project Water available to the
613 District for distribution to Project water users resulting from drought, errors in operation or any
614 other cause whatsoever, including compliance with legal mandates, no liability for damages or
615 monetary compensation shall accrue in favor of the District against the United States or any of its

616 officers, agents or employees for any damage, direct or indirect, arising therefrom. Nothing in
617 this Article shall create, expand, diminish, abolish or otherwise alter any rights the District may
618 have to seek equitable relief from a court of competent jurisdiction against the United States.
619 Nothing in this Article shall create, expand, diminish, abolish or otherwise alter the rights of any
620 Project water user to pursue any legal remedy such water user may have against the United
621 States.

622 (b) The District shall include in any future Project Water right applications
623 and/or certificates approved and/or issued by the District for new Project Water rights as a
624 condition for the use or entitlement to the use of such water, that the user of such water commits
625 in writing not to assert in any claim or in any lawsuit relating to the Project Water which is the
626 subject of such water right applications and/or certificates that the United States is liable for
627 money damages or monetary compensation for any failure to deliver water resulting from
628 drought, errors in operation, or any other cause whatsoever, including compliance with legal
629 mandates.

630 SUSTAINABLE OM&R

631 23. The District shall comply with Executive Order 13834 "*Regarding Efficient*
632 *Federal Operations*". Implementation of this Executive Order as it applies to this Contract is
633 provided in Exhibit B to this Contract.

634 RULES, REGULATIONS, AND DETERMINATIONS

635 24. (a) The Parties agree that the delivery of water or the use of Federal facilities
636 pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented,
637 and the rules and regulations promulgated by the Secretary of the Interior under Federal
638 reclamation law.

639 (b) The Contracting Officer shall have the right to make determinations
640 necessary to administer this Contract that are consistent with its expressed and implied
641 provisions, the laws of the United States and the State of Nevada and the rules and regulations

642 promulgated by the Secretary of the Interior. Such determinations shall be made in consultation
643 with the District.

644 PROTECTION OF WATER AND AIR QUALITY

645 25. (a) The District, without expense to the United States, will care for, operate
646 and maintain Transferred Works in a manner that preserves the quality of the water at the highest
647 feasible level as determined by the Contracting Officer.

648 (b) The United States does not warrant the quality of Project Water delivered
649 to the District and is under no obligation to furnish or construct water treatment facilities to
650 maintain or improve the quality of Project Water.

651 (c) The District will comply with all applicable water and air pollution laws
652 and regulations of the United States and the State of Nevada; and will obtain all required permits
653 or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of
654 water by the District; and will be responsible for compliance with all Federal, State, and local
655 water quality standards applicable to surface and subsurface drainage and/or discharges
656 generated through the use of Federal or District facilities or Project Water provided by the
657 District within its service area.

658 (d) This Article will not affect or alter any legal obligations of the Secretary to
659 provide drainage or other discharge services.

660 CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

661 26. (a) The District shall not allow contamination or pollution of Federal Project
662 lands, Project Waters, or Project Works of the United States or administered by the United States
663 and for which the District has the responsibility for care, operation, and maintenance by its
664 employees or agents. The District shall also take reasonable precautions to prevent such
665 contamination or pollution by third parties.

666 (b) The District shall comply with all applicable Federal, State, and local laws
667 and regulations and Reclamation policies and instructions existing, or hereafter enacted or
668 promulgated, concerning any hazardous material that will be used, produced, transported, stored,
669 released, or disposed of on or in Federal Project lands, Project Waters, or Project Works.

670 (c) "Hazardous material" means (1) any substance falling within the
671 definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the
672 Comprehensive Environmental Response, Compensation and Liability Act
673 (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act
674 (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution,
675 refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides,
676 and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal,
677 State, local or Tribal law.

678 (d) Upon discovery of any event which may or does result in contamination or
679 pollution of Federal Project lands, Project Water, or Project Works, the District shall
680 immediately undertake all measures necessary to protect public health and the environment,
681 including measures necessary to contain or abate any such contamination or pollution, and shall
682 report such discovery with full details of the actions taken to the Contracting Officer. Reporting
683 shall be within a reasonable time period but shall not exceed twenty-four (24) hours from the
684 time of discovery if it is an emergency and the first working day following discovery in the event
685 of a non-emergency.

686 (e) If violation of the provisions of this Article occurs and the District does
687 not take immediate corrective action, as determined by the Contracting Officer, the District may
688 be subject to remedies imposed by the Contracting Officer, which may include termination of
689 this Contract.

690 (f) The District shall be liable for any response action or corrective measure
691 necessary to protect public health and the environment or to restore Federal Project lands, Project
692 Waters, or Project Works that are adversely affected as a result of such violation, and for all
693 costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or
694 Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting
695 Officer, the United States may also terminate this Contract as a result of such violation.

696 (g) The District shall defend, indemnify, protect and save the United States
697 harmless from and against any costs, expenses, claims, damages, demands, or other liability
698 arising from or relating to District's violation of this Article.

699 (h) Reclamation agrees to provide information necessary for the District,
700 using reasonable diligence, to comply with the provisions of this Article.

701 CLEAN AIR AND WATER

702 27. (a) The District agrees as follows:

703 (1) To comply with all the requirements of section 114 of the Clean
704 Air Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act (33 U.S.C. §
705 1318), relating to inspection, monitoring, entry, reports, and information, as well as other
706 requirements specified in those sections, and all applicable regulations and guidelines issued
707 thereunder.

708 (2) That no portion of the work required by this Contract will be
709 performed in a facility listed on the Environmental Protection Agency List of Violating Facilities
710 on the date when this Contract was executed unless and until the Environmental Protection
711 Agency eliminates the name of such facility or facilities from such listing.

712 (3) To use its best efforts to comply with clean air standards and clean
713 water standards at the facility where the Contract work is being performed.

714 (4) To insert the substance of the provisions of this Article into any
715 nonexempt subcontract, including this paragraph (a)(4).

716 (b) The following definitions apply for purposes of this Article:

717 (1) The term "Clean Air Act" means the Act enacted by Pub. L. 88-
718 206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

719 (2) The term "Clean Water Act" means the Act enacted by Pub. L. 92-
720 500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

721 (3) The term "clean air standards" refers to all enforceable rules,
722 regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other
723 requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean
724 Air Act or Executive Order 11738, an applicable implementation plan as described in
725 section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or
726 plan under subsection 111(c) or subsection 111(d) of the Clean Air Act
727 (42 U.S.C. § 7411(c) or (d)), or an approved implementation procedure under subsection 112(d)
728 of the Clean Air Act (42 U.S.C. § 7412(d)).

729 (4) The term "clean water standards" refers to all enforceable
730 limitations, controls, conditions, prohibitions, standards, and other requirements which are
731 promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by
732 the Environmental Protection Agency or by a state under an approved program, as authorized by
733 section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure
734 compliance with pretreatment regulations as required by section 307 of the Clean Water Act
735 (33 U.S.C. § 1317).

736 (5) The term "comply" refers to compliance with clean air or water
737 standards. It also refers to compliance with a schedule or plan ordered or approved by a court of
738 competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control
739 agency in accordance with the requirements of the Clean Air Act or Clean Water Act and
740 regulations issued pursuant thereto.

741 (6) The term "facility" means any building, plant, installation,
742 structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or
743 supervised by a contractor or subcontractor to be utilized in the performance of a contract or
744 subcontract. Where a location or site of operations contains or includes more than one building,
745 plant, installation, or structure, the entire location or site shall be deemed to be a facility except
746 where the Director, Office of Federal Activities, Environmental Protection Agency, determines
747 that independent facilities are collocated in one geographical area.

748 PEST MANAGEMENT

749 28. (a) The District is responsible for complying with applicable Federal, State,
750 and local laws, rules, and regulations related to pest management in performing its
751 responsibilities under this Contract.

752 (b) The District is responsible for effectively avoiding the introduction and
753 spread of, and for otherwise controlling, undesirable plants and animals, as defined by the
754 Contracting Officer, on or in Federal Project lands, Federal Project Waters, and Federal Project
755 Works for which and to the extent that the District has operation and maintenance responsibility.
756 The District is responsible for exercising the level of precaution necessary in meeting this
757 responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and
758 vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive
759 species and other pests, and removing such materials before moving its vehicles, watercraft, and
760 equipment onto any Federal land, into any Federal Project facility waters, or out of any area on
761 Federal Project land where work is performed.

762 (c) Where decontamination of the District's vehicles, watercraft, or equipment
763 is required prior to entering Federal Project land or waters, the decontamination shall be
764 performed by the District at the point of prior use, or at an approved offsite facility able to
765 process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the
766 completion of work, the District will perform any required decontamination within the work area
767 before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

768 (d) Programs for the control of undesirable plants and animals on Federal
769 Project lands, and in Federal Project Waters and Federal Project Works for which the District has
770 operation and maintenance responsibility will incorporate Integrated Pest Management (IPM)
771 concepts and practices. IPM refers to a systematic and environmentally compatible program to
772 maintain pest populations within economically and environmentally tolerable levels. In
773 implementing an IPM program, the District will adhere to applicable Federal and State laws and
774 regulations and Department of the Interior and Bureau of Reclamation policies, directives,
775 guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part
776 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant
777 Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3,
778 1999.

779 BOOKS, RECORDS AND REPORTS

780 29. The District shall establish and maintain accounts and other books and records
781 pertaining to administration of the terms and conditions of this Contract, including the District's
782 financial transactions; water supply data; Project operation, maintenance and replacement logs;
783 Project land and rights-of-way use agreements; the water users' land-use (crop census), land-
784 ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may
785 require. Reports shall be furnished to the Contracting Officer in such form and on such date or
786 dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations,
787 each Party to this Contract shall have the right during office hours to examine and make copies
788 of the other Party's books and records relating to matters covered by this Contract.

789 CONFIRMATION OF CONTRACT

790 30. Promptly after the execution of this Contract, the District will provide to the
791 Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the

792 State of Nevada, confirming the proceedings on the part of the District for the authorization
793 of the execution of this Contract. This Contract will not be binding on the United States until the
794 District secures a final decree.

795 EQUAL EMPLOYMENT OPPORTUNITY

796 31. During the performance of this Contract, the District agrees as follows:

797 (1) The District will not discriminate against any employee or applicant for
798 employment because of race, color, religion, sex, sexual orientation, gender identity, or national
799 origin. The District will take affirmative action to ensure that applicants are employed, and that
800 employees are treated during employment, without regard to their race, color, religion, sex,
801 sexual orientation, gender identity, or national origin. Such action shall include, but not be
802 limited to the following: employment, upgrading, demotion, or transfer; recruitment or
803 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
804 selection for training, including apprenticeship. The District agrees to post in conspicuous
805 places, available to employees and applicants for employment, notices to be provided by the
806 Contracting Officer setting forth the provisions of this nondiscrimination clause.

807 (2) The District will, in all solicitations or advancements for employees
808 placed by or on behalf of the District, state that all qualified applicants will receive consideration
809 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or
810 national origin.

811 (3) The District will not discharge or in any other manner discriminate against
812 any employee or applicant for employment because such employee or applicant has inquired
813 about, discussed, or disclosed the compensation of the employee or applicant or another
814 employee or applicant. This provision shall not apply to instances in which an employee who
815 has access to the compensation information of other employees or applicants as a part of such
816 employee's essential job functions discloses the compensation of such other employees or
817 applicants to individuals who do not otherwise have access to such information, unless such
818 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
819 proceeding, hearing, or action, including an investigation conducted by the employer, or is
820 consistent with the District's legal duty to furnish information.

821 (4) The District will send to each labor union or representative of workers
822 with which he has a collective bargaining agreement or other contract or understanding, a notice,
823 to be provided by the agency Contracting Officer, advising the labor union or workers'
824 representative of the District's commitments under section 202 of Executive Order No. 11246 of
825 September 24, 1965, and shall post copies of the notice in conspicuous places available to
826 employees and applicants for employment.

827 (5) The District will comply with all provisions of Executive Order No. 11246
828 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of
829 Labor.

830 (6) The District will furnish all information and reports required by Executive
831 Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the
832 Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
833 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
834 ascertain compliance with such rules, regulations, and orders.

835 (7) In the event of the District's noncompliance with the nondiscrimination
836 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
837 canceled, terminated or suspended in whole or in part and the District may be declared ineligible
838 for further Government contracts in accordance with procedures authorized in Executive Order
839 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies
840 invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation,
841 or order of the Secretary of Labor, or as otherwise provided by law.

842 (8) The District will include the provisions of paragraphs (1) through (8) in
843 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
844 Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September
845 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The
846 District will take such action with respect to any subcontract or purchase order as may be
847 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
848 for noncompliance: *Provided, however*, that in the event the District becomes involved in, or is
849 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
850 District may request the United States to enter into such litigation to protect the interests of the
851 United States.

852 CERTIFICATION OF NONSEGREGATED FACILITIES

853 32. The District hereby certifies that it does not maintain or provide for its employees
854 any segregated facilities at any of its establishments and that it does not permit its employees to
855 perform their services at any location under its control where segregated facilities are
856 maintained. It certifies further that it will not maintain or provide for its employees any
857 segregated facilities at any of its establishments and that it will not permit its employees to
858 perform their services at any location under its control where segregated facilities are
859 maintained. The District agrees that a breach of this certification is a violation of the Equal
860 Employment Opportunity clause in this Contract. As used in this certification, the term
861 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
862 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
863 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
864 facilities provided for employees which are segregated by explicit directive or are in fact
865 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
866 disability, or otherwise. The District further agrees that (except where it has obtained identical
867 certifications from proposed subcontractors for specific time periods) it will obtain identical
868 certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000
869 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it
870 will retain such certifications in its files; and that it will forward the following notice to such
871 proposed subcontractors (except where the proposed subcontractors have submitted identical
872 certifications for specific time periods):

873 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
874 CERTIFICATIONS OF NONSEGREGATED FACILITIES

875 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
876 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
877 Employment Opportunity clause. The certification may be submitted either for each
878 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or
879 annually). Note: The penalty for making false statements in offers is prescribed in
880 18 U.S.C. § 1001.

881 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

882 33. (a) The District shall comply with Title VI of the Civil Rights Act of 1964
883 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
884 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,
885 Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990
886 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), any other applicable civil rights laws, with the
887 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
888 Interior and/or Bureau of Reclamation.

889 (b) These statutes prohibit any person in the United States from being
890 excluded from participation in, being denied the benefits of, or being otherwise subjected to
891 discrimination under any program or activity receiving financial assistance from the Bureau of
892 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
893 Contract, the District agrees to immediately take any measures necessary to implement this
894 obligation, including permitting officials of the United States to inspect premises, programs, and
895 documents.

896 (c) The District makes this agreement in consideration of and for the purpose
897 of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal
898 financial assistance extended after the date hereof to the District by the Bureau of Reclamation,
899 including installment payments after such date on account of arrangements for Federal financial
900 assistance which were approved before such date. The District recognizes and agrees that such
901 Federal assistance will be extended in reliance on the representations and agreements made in
902 this Article and that the United States reserves the right to seek judicial enforcement thereof.

903 (d) Complaints of discrimination against the District shall be investigated by
904 the Contracting Officer's Office of Civil Rights.

905 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

906 34. The expenditure or advance of any money or the performance of any obligation of
907 the United States under this Contract shall be contingent upon appropriation or allotment of
908 funds. Absence of appropriation or allotment of funds shall not relieve the District from any
909 obligations under this Contract. No liability shall accrue to the United States in case funds are
910 not appropriated or allotted.

911 ASSIGNMENT LIMITED-SUCCESSORS AND ASSIGNS OBLIGATED

912 35. The provisions of this Contract shall apply to and bind the successors and assigns
913 of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein
914 by either Party shall be valid until approved in writing by the other Party.

915 RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

916 36. When acquiring land or an interest in land and relocating persons or personal
917 property in connection with the construction, operation and maintenance of Project facilities, the
918 District shall comply with the provisions of the Uniform Relocation Assistance and Real
919 Property Acquisition Policies Act of 1970 (Pub. L. 91-646; 84 Stat. 1894; 42 U.S.C. § 4601, et
920 seq.) and Department of Transportation regulations at 49 C.F.R. part 24.

921 MEDIUM FOR TRANSFERRING PAYMENTS

922 37. (a) All payments from the District to the United States under this Contract
923 shall be by the medium requested by the United States on or before the date payment is due. The
924 required method of payment may include checks, wire transfers, or other types of payment
925 specified by the United States.

926 (b) Upon execution of the Contract, the District shall furnish the Contracting
927 Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the
928 District's TIN is for collecting and reporting any delinquent amounts arising out of the District's
929 relationship with the United States.

930 OFFICIALS NOT TO BENEFIT

931 38. No Member of or Delegate to the Congress, Resident Commissioner, or official of
932 the District shall benefit from this Contract other than as a water user or landowner in the same
933 manner as other water users or landowners.

934 CHANGES IN DISTRICT'S ORGANIZATION

935 39. While this Contract is in effect, no change may be made in the District's
936 organization, by inclusion or exclusion of lands or by any other changes which may affect the
937 respective rights, obligations, privileges, and duties of either the United States or the District
938 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
939 upon the Contracting Officer's written consent.

940 NOTICES

941 40. Any notice, demand, or request authorized or required by this Contract shall be
942 deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered
943 to the Area Manager, Lahontan Basin Area Office, Bureau of Reclamation, 705 N. Plaza Street,
944 Room 320, Carson City, Nevada 89701, and on behalf of the United States, when mailed,


945 postage prepaid, or delivered to the Board of Directors, Truckee-Carson Irrigation District, P.O.
946 Box 1356, Fallon, Nevada 89407-1356. The designation of the addressee or the address may be
947 changed by notice given in the same manner as provided in this Article for other notices.

948 CONTRACT DRAFTING CONSIDERATIONS


949 41. This Contract has been negotiated and reviewed by the Parties hereto, each of
950 whom is sophisticated in the matters to which this Contract pertains. Articles 1-3; 5-8; 10, 12-18
951 and 20-23 of this Contract have been drafted, negotiated, and reviewed by the Parties, and no one
952 Party shall be considered to have drafted the stated Articles.


953 IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of
954 the day and year first above written.

955 UNITED STATES OF AMERICA

956 By: 
957 Regional Director
958 California-Great Basin Region
959 Bureau of Reclamation

960 (SEAL) TRUCKEE-CARSON IRRIGATION DISTRICT

961 By: 
962 Eric J. Olsen
963 President of the Board of Directors

964 Attest: 
965 Robert Golden
Secretary of the Board of Directors

953 IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of
954 the day and year first above written.

955 **APPROVED AS TO LEGAL FORM AND
SUFFICIENCY - REVIEWED BY:**

UNITED STATES OF AMERICA

956 **OFFICE OF THE REGIONAL SOLICITOR**
957 **DEPARTMENT OF THE INTERIOR**
958 **TIME STAMP:** 1:37 pm, May 11 2020
959


By: _____
Regional Director
California-Great Basin Region
Bureau of Reclamation

960 (SEAL)


TRUCKEE-CARSON IRRIGATION DISTRICT

961
962
963

Attest:

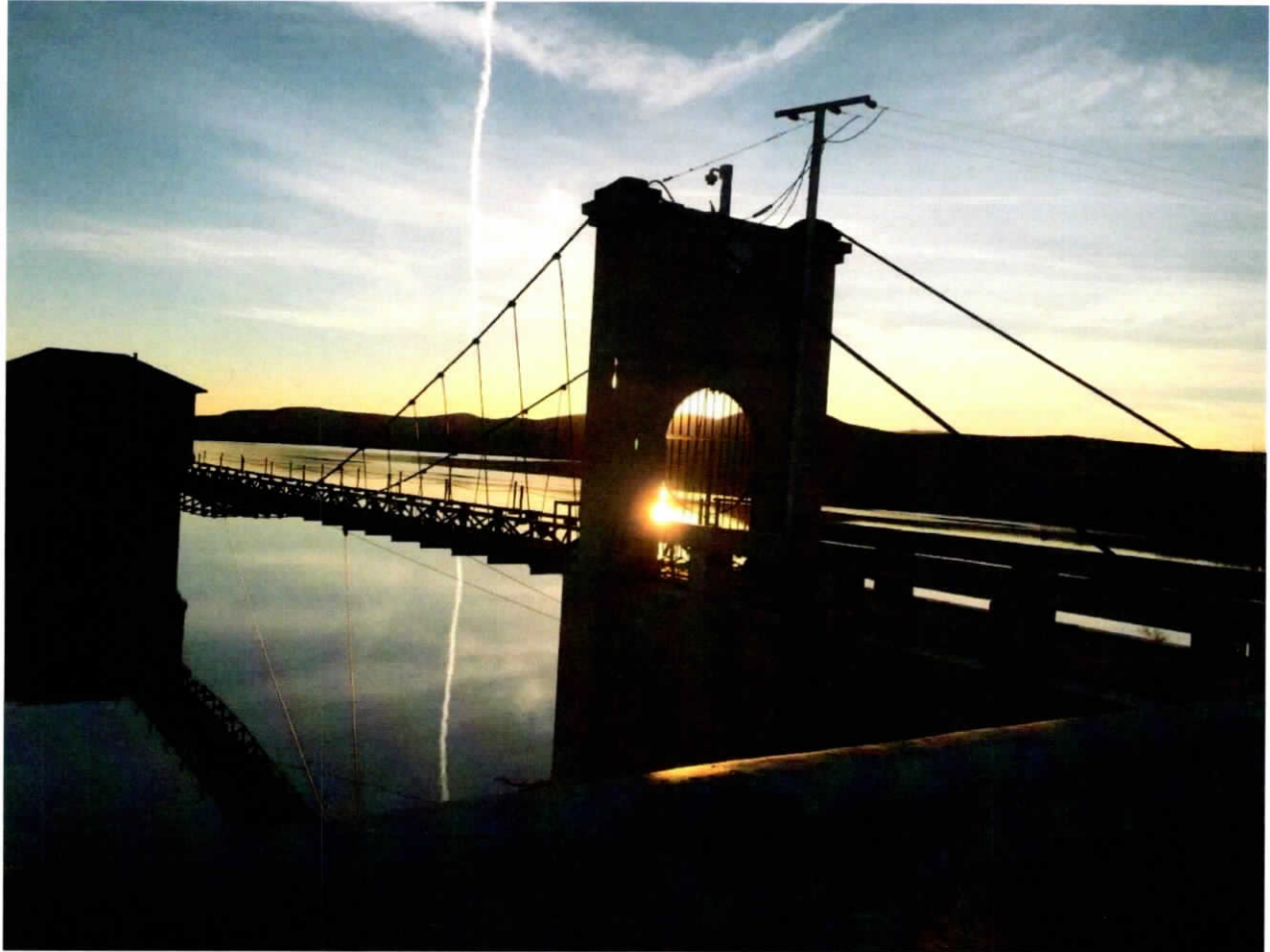
By: 
President of the Board of Directors

964
965

By: 
Secretary of the Board of Directors

Exhibits

- A. Truckee-Carson Irrigation District Strategic Plan
- B. Sustainable OM&R Implementation
- C. Other Agreements
- D. Transfer Inspection Report
- E. Memorandum of Agreement Regarding the Delivery and Use of Newlands Project Water on the Fallon Indian Reservation
- F. Protocol for NAGPRA, Inadvertent Discoveries on Federal Land
- G. Contractual Requirements
- H. Report Formats and Templates
- I. Map of Transferred Works
- J. Glossary of Acronyms
- K. Percent of Deliveries Measured



Truckee-Carson Irrigation District Strategic Plan

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Introduction

Reclamation and the District have developed a strategic plan with a 5-year outlook with various **regular and recurring work** (baseline) and **one-time projects** (initiatives). The plan is a tool to identify work and priorities; plan, justify, and coordinate work; and obtain measurable results. It facilitates a long-term planning process and projects results to enhance program efficiency, productivity, and cost effectiveness. It is the primary planning tool to focus the entities. The baseline activities, Goal Areas A through E, and the annual action plans clearly define the work to be performed and cost obligations.

Vision

The Newlands Project has a new and improved infrastructure with a state-of-the-art efficient distribution system to safely maximize the use of available water supply and decrease risk to our communities, resulting in project sustainability and positive stakeholder involvement.

Mission

We collaborate to serve the communities within the Newlands Project by maintaining the conveyance system and maximizing available water supply for all beneficiaries of the Project and its stakeholders.

Operational (Baseline) Activities:

Water Operations: Work associated with scheduling and conveyance of water for delivery to the end user. This includes river and water supply forecasting, water diversions in accordance with Water Master calls, maintenance of emergency action plans and standard operating procedures.

Facility Maintenance: Work associated with maintaining water storage and conveyance facilities including regularly scheduled maintenance and security, regular reviews and response to those reviews, maintenance and security of supervisory control and data acquisition (SCADA) systems and safety of dams reporting.

Hydropower Facility Operations and Maintenance: Work associated with operating and maintaining hydropower facilities including regularly scheduled maintenance and security, regular reviews and response to those review, and maintenance and security of supervisory control and data acquisition (SCADA) systems.

Administration of Newlands Project Operating Criteria and Procedures: Work associated with calculating monthly diversions from the Truckee River to Lahontan Reservoir, monitoring and evaluating irrigation of eligible Project lands annually, monitoring Project demands, and adjusting storage targets on Lahontan Reservoir when necessary to meet changing demands. Work also includes administration of a water measurement program and monitoring Project distribution efficiency.

Financial Management: Work associated with budgeting and accounting for expenditures. Reporting, analyzing and planning all financial aspects of work to be performed.

Contract Administration: Work associated with administration of the OM&R contract between Reclamation and the Truckee-Carson Irrigation District. This includes OM&R of project facilities, planning for future improvements, water conservation planning, financial reporting, etc. This also includes work associated with the development and administration of agreements such as contracts, grants, easements, and rights-of-way for the use of land resources within the Newlands Project. Tasks involve working with the public, and other governmental agencies, on trespass resolutions, access issues, title research, land disposal actions, etc.

Goal Area A: Facility Reliability

Maximize facility reliability to provide more certainty for water users.

Objectives		Baseline (2020)	5 th Year (2026)
Power Failure Rates			
1.	Maintain critical failure rate of zero.	0	0
2.	Reduce the number of alarms per year	12 per year	4 per year
Review of Operation and Maintenance Recommendations (ROM&R recommendations)			
3.	Maintain zero Category 1 ROM&R recommendations during recommended inspection period	0	0
4.	Reduce the number of Category 2 recommendations	2019 – 98 2020 - 116	5 CAT 2 above \$1million 10 CAT 2 between \$100k to \$1 million 5 CAT 2 below \$100k
5.	Reduce the number of Category 3 recommendations	2019 – 48 2020 - 54	20
Lahontan Dam and Hydropower			
6.	Maintain zero category 1 ROM&R recommendations during recommended inspection period	0	0
7.	Reduce the number of Category 2 recommendations	Lahontan Dam: 11 Power Plant: 4	Lahontan Dam: 8 Power Plant: 2

	Objectives	Baseline (2020)	5th Year (2026)
8.	Reduce the number of Category 3 recommendations	Lahontan Dam: 7 Power Plant: 3	Lahontan Dam: 4 Power Plant: 1

Barriers	Critical Success Factors
Objective 1	
Aging infrastructure	Maintain current level of operations
Lack of manpower/training	Proper inspections to identify potential issues before they become big issues
Mother Nature including: weather, animals	Proper maintenance and repair following directives and standards
Not enough funding for major repairs (elector approval)	Proper planning and preparation of maintenance activities
Bad design/bad engineering – quality control	Cooperation for collaboration between agencies
Political process	
Lack of Project-wide Asset Management Program	
Objective 2	
Mother Nature	Testing gates
Aging infrastructure	Allocate funding for maintaining facilities
Lack of manpower	Monitoring
Lack of training	Keep up with changing technology
Lack of time	
Lack of processes as to what to do when an alarm is received	
Objective 3 – 8	
Aging infrastructure	Proper maintenance
Changing standards	Proper inspections
Lack of training/knowledge	Collaboration between agencies
Lack of funding	Proper documentation and reporting (Facilities Instructions, Standards and Techniques (FIST) and Directives and Standards (D&S))
Limited access	Maintain Project Improvement Plan
Limited time available for maintenance (irrigation season and Mother Nature)	
System for prioritizing maintenance activities	
Users' expectations	
Unrealistic OM&R Recommendations	
Able to do the work safely	
Scheduling regular/recurring maintenance, replacements, and extraordinary maintenance	

	Strategies	Complete by
a.	Create and implement an asset management program for maintaining, repairing, replacing, and/or disposing of project features.	CY 26
b.	Develop standard operating procedures for check structures.	CY 22
c.	Educate the Board and water users through long-term budget planning tools. Same as Goal E, strategy d.	CY 22

Goal Area B: Water Delivery

Maximize efficiency of water deliveries to provide more certainty for water users, especially during drought years.

	Objectives	Baseline (2020)	5 th Year (2026)
1.	Increase the percentage of deliveries verified by a ditch rider	40 – 50 percent	70 percent
2.	Reduce the spills due to mismatched water by 10%	~9,000 AF spilled	~8,100 AF spilled
3.	Reduce over deliveries to 1% of all project water delivered in a water year	~2 percent	1 percent
4.	Reduce under deliveries to 2.5% of all project water delivered in a water year.	~5 percent	2.5 percent
5.	Reduce user complaints to 75 total in a wet year (resulting in a valid adjustment to their water card)	2020: ~150	75
6.	Reduce user complaints to 150 in a dry year (resulting in a valid adjustment to their water card)	2016: ~300	150

Barriers	Critical Success Factors
Objective 1	
Lack of resources (funding and personal)	TCID Board hire ditch riders earlier in the year
Size and acreage are huge	Added full-time positions
Timing of on/off times	Purchase laptops
No coordination of deliveries among users on same lateral/sublaterals	
Perception of user reporting is acceptable	
Lack of time to properly monitor	
Lack of training or consistent training	
Reclamation’s lack of knowledge of operations	
Objective 2	
Antiquated scheduling program	Continued collaboration on new database

Inadequate control structures	Continue to perform maintenance on facilities
Inadequate measuring devices	Continue annual water user meetings
Variable losses in laterals	Continue daily updates of website
Water order not cancelled in a timely manner	Continue enforcing ordering/cancellation policies
Water user misunderstanding of impacts of misordering, ordering too much/too little, etc.	
Objective 3 and 4	
Staffing limitations	Accurate scheduling
Late season orders	Accurate annual allocations
Operational errors	Continued TCID/Reclamation collaboration
Blow outs	Application of technology
Measurement accuracy	Water accounting
Quantification of losses	
Lack of cooperation by water users	
Crop types (seasonal considerations)	
Incomplete water delivery data	
Theft	
Canal capacity	
Objective 5 and 6	
Number of measurement devices	Reporting and analysis of adjustments
Inability to verify complaints	Due process
Staffing limitations	Interaction with water users
Late season orders	
Operational errors	
Blow outs	
Measurement accuracy	
Quantification of losses	
Lack of cooperation by water users	
Crop types (seasonal considerations)	
Incomplete water delivery data	
Theft	
Canal capacity	

	Strategies	Complete by
a.	Improve communication between water users and ditch riders (smart phones/4G tablets)	CY 22
b.	Automate bays/gates in order to provide for a consistent and efficient bay level control and water delivery and to increase time for ditch rider measurements. Develop three (3) additional automation sites within the Project on the S-Line Canal, G-Line Canal, and T-Line Canal.	CY 26

	Strategies	Complete by
c.	Complete and implement database and scheduling program. Same as Goal D, Strategy e.	CY 22
d.	Increase number of measuring devices. Same as Goal D, Strategy a	CY 26
e.	Review and revise ordering/cancellation policy to reduce spills and inefficiency.	CY 22
f.	Educate water users regarding impacts of misordering. Same as Goal Area C, strategy c.	CY 22 Ongoing
g.	Provide a system of water order scheduling with no less than a 48-hour advance notice.	CY 22
h.	Provide seepage loss calculations in the CMS monthly to Reclamation on all delivery lines in the Project.	CY 25 Ongoing

Goal Area C: Maximize Efficiency

Maximize efficiency of the Newlands Project to provide more certainty for water users, especially during drought years.

	Objectives	Baseline (2020)	5 th Year (2026)
1.	Increase Truckee Division Delivery/Diversion ratio.	70.5%	80%
2.	Increase Carson Division Delivery/Diversion ratio.	62.9%	70%

Barriers	Critical Success Factors
Objective 1	
Earthen canals	Continue to measure deliveries
Less than 100% measurement	Maintain takeouts
Can't currently accurately quantify losses	Continue to address mosing and other aquatic growth
Changes in utilization of land	Continue maintenance of Truckee Canal
Urban encroachment	
Truckee Canal stage restrictions	
Physical constraints – topography	
Ramping rates	
Lack of coordinated deliveries	
Lack of stock water line information (location and measurement)	
Pumps	
Unmeasured direct takeouts	
Objective 2	
Earthen canals	Continue to improve water measurement
Urban setting	Continue to seek out new technologies
Evaporation loss in reservoirs and canals	Continue to install updated delivery structures
400+ miles of canal	Continue to transfer institutional knowledge
Lack of ability to quantify changes	Continue to meet water demands based on availability
Lack of water user knowledge	
Lack of resources	
Temporary ditch riders	

Timing of shut off causing spills	
Policies and historical practices	
Lack of additional upstream storage	
Uncontrolled bay height	
Lack of automation	

	Strategies	Complete by
a.	Explore alternatives for System Improvement Plan. Include cost effective ways to line canals. Same as Goal F, Strategy e.	CY 23
b.	Develop a plan to prioritize unmeasured takeouts and place meters on unmeasured takeouts based on priority.	CY 23
c.	Develop and implement a water user education program. Same as Goal Area B, strategy f.	CY 22
d.	Develop a plan to pump water from drains to canals (reclaim drain water).	CY 23

Goal Area D: Measurement, Accounting & Reporting

Accurately measuring water deliveries, accounting to water users, and reporting for the OM&R Contract and OCAP.

	Objectives	Baseline (2020)	5 th Year (2026)
1.	Increase the percentage of deliveries measured to 80%. (See Exhibit K of the 2021 OM&R Contract)	63 percent	80 percent
2.	Increase the percentage of reports submitted on time that do not require revisions to 85%.	75 percent	85 percent
3.	Reach 90% of monthly water cards delivered within 7 days	45 percent	90 percent
4.	Increase the number of water delivery reports per year from 1 to 4	1 report per year	4 reports per year (Target 3 quarterly and 1 annual)
5.	Maintain an accurate accounting of water measurement, including an up-to-date inventory of devices within the Project, volume delivered to headgates for each gage, type of equipment, device maintenance and calibration history, and other pertinent information.	Excel spreadsheet developed by Reclamation	Fully implemented Conservation Management System (CMS). The software program developed to assist the District in providing archival and retrieval of all Water Conservation Measures.

Barriers	Critical Success Factors
Objective 1	
Lack of resources (personnel and funding)	Continue to investigate new gage locations
Lack of recording gages	Continue use of Water Conservation Fund for measuring devices

Lack of agreement of best devices (USGS, Styles, Reclamation, TCID)	Continue pursuit of WaterSmart funding or other grants
Lack of formalized gaging plan	Continue to investigate new, cost efficient and efficient technologies
Lack of adequate technology	Continue use of manufacturing reps for training
Objective 2	
Time	Continue use of reporting templates
Resources	Reclamation continue sending reminder letters for contractually required reports
Due dates during busy season	Continue collaborating on templates
Being contractually required – no flexibility	Continue submission of accurate and complete reports
Inaccurate input data	Continue collaboration on database development
OCAP reporting deadlines too tight – could use more time for QC)	Reclamation to continue reviewing submissions and provide recommendations
Objective 3	
Hesitation to reallocate resources	New reporting program being developed in collaboration between TCID and Reclamation
Time not set aside for reporting	Continue to deliver annual report
Water user adjustments	Continue to provide measurement and maintenance of existing devices
Water users turning off water	Continue to install new devices
Inconsistent protocol delivery and measurement practices	Continue to find new ways to use the Water Conservation Fund
Competing priorities	
Private ditches versus Federal facilities	
Staffing	
Lack of satellite telemetry devices	
Objective 4	
Time (Reclamation and TCID)	Continue development of database
Resources (Reclamation and TCID)	
Conflicts with monthly OCAP reporting requirements	
Objective 5	
Manpower limitations	Database development
Extent of the data to be maintained	Routine updates – ideally monthly
Priorities for data input	

	Strategies	Complete by
a.	Increase number of gages and telemetry. Same as Goal B, strategy d.	CY 26

	Strategies	Complete by
b.	Increase number of staff trained to measure water (e.g., ditch riders) One additional Water Measurement technician was added for water season 2020, one more planned for water season 2021. Plan for a total of 4 technicians.	CY 22
c.	Apply for Water Smart funding annually.	Annually
d.	Complete and implement database and scheduling program (TCIDWORKS). Same as Goal B, strategy c.	CY 22
e.	Add staff for mandatory water rights/OCAP reporting and water card reporting. One (1) additional analyst for water season 2021. A TCIDWORKS administrator for water season 2021.	CY 22
f.	Develop and implement quality control procedures for water delivery reports. (Which department should check data?)	CY 22
g.	Develop, implement and enforce a policy for completion of monthly water cards (adjustments, users turning off water, etc.).	CY 23
h.	Develop a replacement schedule for devices by means of CMS.	CY 22
i.	Upgrade/replace all existing aged data-loggers that require a card reader.	CY 23
j.	Develop the CMS to provide standardized protocols for calibration, measurement, data processing, archival, retrieval, rating evaluation and update; record device location and type; and maintain records of regular device maintenance and calibration; and record all transportation loss determinations.	CY 25
k.	Provide reference gages at all measurement sites.	CY 24
l.	Complete application of GOES connectivity to all Devices and equip all new or additional Devices with GOES connectivity.	CY 24 Ongoing
m.	In consultation with Reclamation, complete a study of accurate and affordable devices that could be placed at headgates.	CY 25

Goal Area E: Diversify Funding Base

Increase and stabilize the funding base such that there is a solid annual income to enable future planning and development efforts.

	Objectives	Baseline (2020)	5 th Year (2026)
1.	Reduce the level of uncertainty in budget from \$1.8 million to 0.	\$1.8 million	\$0
2.	Increase budget to \$7 million	\$6 million	\$7 million

Barriers	Critical Success Factors
Objective 1	
Weather – changing conditions	Building a reserve to reduce uncertainty
Hydropower market saturated	Continue to maintain hydropower plant
Interconnection with NV Energy	Develop good relationships with purchasers
TCID rate structure	Maintain current user base
Uncertainty with future decisions (new/changing board members)	Finance committee oversight
	Continuing audit/review process
	Continue to look for other sources of revenue
	Continue cost recovery for special requests
Objective 2	
TCID rate structure	District General assessment increasing by an index
Changing uses	There is a fixed component of the revenue base regardless of drought
Users’ understanding of the budget and what it is used for	Enforcement mechanism
No incentive to conserve	Statutory allowance in NV law for creation of a funding mechanism for local improvement districts
Failure to implement rate increases in a timely manner	Tight budget process
Lack of budget justification to water users (plan)	Renewable energy credit
Contractual obligations that lock in rates	Grant funding
Lack of ability to pay by water users	Administrative fees for services (maps, etc.)
Finite user base	Grazing

	Strategies	Complete by
a.	Implement a graduated assessment increase over the next 5 years. Include a study of rate systems of other districts and an indexed assessment increase. Also include rates for agricultural uses versus municipal and industrial uses.	CY 23 Annually
b.	Hire a self-funded grant writer.	CY 22
c.	Complete the system optimization/modernization study (FCA). Same as Goal C, Strategy b.	CY 23
d.	Educate the Board and water users through long-term budget planning tools. Same as Goal A, Strategy c.	CY 22

Definitions

Goal Area A

Term	Does Include	Does NOT Include
Critical Failures	<ul style="list-style-type: none"> • Rest of the mission won't be accomplished • Life and property damage 	<ul style="list-style-type: none"> • Non-critical • Damage to things other than facility reliability • Showing signs of wear
No more than 4 alarms	<ul style="list-style-type: none"> • 4 or less • High-temp gear box stem over-speed alarm 	<ul style="list-style-type: none"> • 5 or more • Due to power outages on alarm system • Low-bay/high/bay
No more than 40	<ul style="list-style-type: none"> • Ditch failure/plugged culvert • Related to federal facilities • Impediments to flow • Excessive spillage 	<ul style="list-style-type: none"> • 41 or more • Non-federal facility concerns • Incidents not related to project mission
Trouble Calls	<ul style="list-style-type: none"> • Phone calls • Emails • Texts • Voicemail • Office Walk-ins 	
Per Year	<ul style="list-style-type: none"> • Calendar year 	<ul style="list-style-type: none"> • Federal fiscal year • TCID fiscal year • Irrigation year
Category 1 (CAT 1)	<ul style="list-style-type: none"> • Catastrophic failures • Mission failure 	<ul style="list-style-type: none"> • Category 2 or 3
ROM&R Review of Operation & Maintenance	<ul style="list-style-type: none"> • Project facilities • Official report from the Bureau 	<ul style="list-style-type: none"> • Private conveyance • Internal review & inspection
During recommended inspection period	<ul style="list-style-type: none"> • 1-6 years depending on feature established by Bureau DS FAC 01-04 	
Category 2 (CAT 2)	<ul style="list-style-type: none"> • Repair necessary within 3-5 years 	<ul style="list-style-type: none"> • Category 1 or 3
Category 3 (CAT 3)	<ul style="list-style-type: none"> • Recommended repairs completed within a reasonable period of time 	<ul style="list-style-type: none"> • Category 2 or 1

Goal Area B

Term	Does Include	Does NOT Include
70%	<ul style="list-style-type: none"> 70% and above per irrigation season 	<ul style="list-style-type: none"> Below 70%
Deliveries	<ul style="list-style-type: none"> Water in conveyance system Application of water to end user 	<ul style="list-style-type: none"> Outside project boundaries
Verified	<ul style="list-style-type: none"> Measurement device data Reported as observed by a ditch rider Documented measurements 	<ul style="list-style-type: none"> Water user reported delivery
Reduce spills	<ul style="list-style-type: none"> Water leaving the conveyance system to a drain – intentionally or unintentionally 	<ul style="list-style-type: none"> Efficiency of water use within the conveyance system
Mismatched water	<ul style="list-style-type: none"> Water exceeding the required delivery volume Percolation evaporation (water supply shrinkage) 	<ul style="list-style-type: none"> Water required for efficient delivery
10%	<ul style="list-style-type: none"> 10% or less during irrigation season 	<ul style="list-style-type: none"> Above 11%
Laterals	<ul style="list-style-type: none"> 2 or more delivery features coming off a main canal 	<ul style="list-style-type: none"> Main canals (V,S,L,R,T,N,D,G,E,A,TC)
Charged	<ul style="list-style-type: none"> Filled delivery conveyance feature prism 	<ul style="list-style-type: none"> Delivery conveyance feature prism without water
In a delivery period	<ul style="list-style-type: none"> 10 calendar days – 240 hours 	<ul style="list-style-type: none"> Outside delivery season
Reduce		<ul style="list-style-type: none"> Exceed/increase
Over deliveries	<ul style="list-style-type: none"> Non-water righted or exceeding duty (data from annual determinations) 	<ul style="list-style-type: none"> Spread water Unnecessary diversions (OCAP allowed)
1% of all Project water delivered	<ul style="list-style-type: none"> All water delivered reported in annual determination 	<ul style="list-style-type: none"> Spread water Precautionary draw down (1987 criteria) Non-prime water

Water year	<ul style="list-style-type: none"> • Season as declared by TCID • Agreed upon extensions • Generally Mar. – Nov. 	<ul style="list-style-type: none"> • Calendar year • Fiscal year
Reduce under deliveries	<ul style="list-style-type: none"> • Difference between ordered and not delivered 	
2.5 % of all projected water deliveries	<ul style="list-style-type: none"> • All under deliveries combined 	
Reduce user complaints	<ul style="list-style-type: none"> • File for adjustments (w/in timeframe) valid & not valid water delivery 	<ul style="list-style-type: none"> • Maintenance or other
Wet year = 75	<ul style="list-style-type: none"> • Allocation as set by TCID 95% + 	<ul style="list-style-type: none"> • Allocation is less than 95%
Dry year = 300	<ul style="list-style-type: none"> • Allocation as set by TCID less than 95% 	<ul style="list-style-type: none"> • Allocation is more than 95%

Goal Area C

Increase		
Delivery	<ul style="list-style-type: none"> • Water user received volume as reported on card/database • Reasonable over delivery • Precautionary drawdown • Deliveries during irrigation season to non-refuge water users 	<ul style="list-style-type: none"> • Canal losses upstream of head gate • What was ordered • Water left in lateral • Gross over delivery (5% or greater or can't reconcile with water user • Water delivered to a user where 0 was ordered • Water delivered during flood ops.
	<ul style="list-style-type: none"> • Truckee diversion = water stock water lines and direct takeout. • Carson Diversion = USGS below Lahontan and Rock Dam ditch <p>River below Lahontan +</p> <p>Truckee Canal losses)</p>	<ul style="list-style-type: none"> • TD is not Truckee canal losses • TD is not water delivered to Lahontan reservoir • TD is not water diverted • CD is not Truckee Canal Losses
75% ratio	<ul style="list-style-type: none"> • Delivery/Diversion 	<ul style="list-style-type: none"> •

Goal Area D

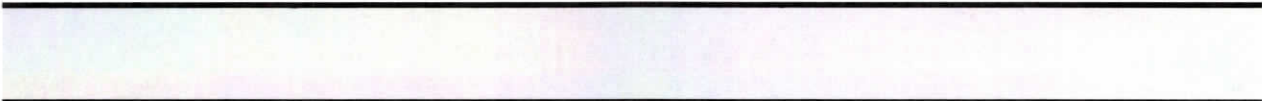
Increase		<ul style="list-style-type: none"> Decrease or static
%	<ul style="list-style-type: none"> Accurately measured volume/total volume delivered to users 	<ul style="list-style-type: none"> Unmeasured water volume
	<ul style="list-style-type: none"> Water user received volume 	<ul style="list-style-type: none"> What was ordered Water left in lateral
	users	<ul style="list-style-type: none"> with water user Water delivered to a user where 0 was ordered
		ops.
Accurate measured	<ul style="list-style-type: none"> Water passing through a calibrated and continuously recording gage 	<ul style="list-style-type: none"> Poly stick measurements Point measurements at head gates Privately owned gages
80%		<ul style="list-style-type: none"> 0-79% or 81-100%
Percentage of reports submitted on time	<ul style="list-style-type: none"> # of reports received on or before the due date/total reports per year submitted 	<ul style="list-style-type: none"> Late reports Not required reports
On time		
Revisions	<ul style="list-style-type: none"> Requested by email/in writing 	<ul style="list-style-type: none"> Verbal clarification
85%		<ul style="list-style-type: none"> 0-84% or 86-100%
Reach	<ul style="list-style-type: none"> 90 or better 	<ul style="list-style-type: none"> Not required to exceed Not acceptable below

90%	<ul style="list-style-type: none"> • All required information re: water delivery currently reported • Level of accuracy 	<ul style="list-style-type: none"> • Any new information/data added
Water cards	<ul style="list-style-type: none"> • Monthly 	<ul style="list-style-type: none"> • Other reports or notices
Delivered	<ul style="list-style-type: none"> • Printed, sorted & mailed 	
Reduce		<ul style="list-style-type: none"> • Increase or static
Annual Determination Report	<ul style="list-style-type: none"> • Requirements per OCAP 	<ul style="list-style-type: none"> • Anything in addition to OCAP's requirements
Water delivery reports	<ul style="list-style-type: none"> • 3 quarterly reports during irrigation season and 1 annual report due January 30 of the following year • QC'd data from TCID 	<ul style="list-style-type: none"> • Quarterly reporting outside of irrigation season
1 to 4	<ul style="list-style-type: none"> • See above 	

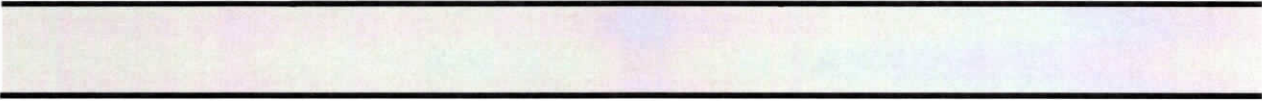
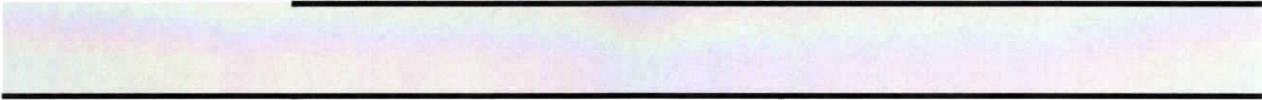
Goal Area E



- level of certainty
- Gaps due to water year
-



- From \$1.8 million to \$0
- Achieving \$1.8m in constant income (year after year)



Sustainable OM&R Implementation

In order to comply with Executive Order 13834 "*Regarding Efficient Federal Operations*" as it relates to this Contract and more specifically the Transferred Works, the District shall:

- Achieve and maintain annual reductions in building energy use and implement energy efficiency measures that reduce costs;
- Meet statutory requirements relating to the consumption of renewable energy and electricity;
- Reduce potable and non-potable water consumption, and comply with stormwater management requirements;
- Ensure that new construction and major renovations conform to applicable building energy efficiency requirements and sustainable design principles; consider building efficiency when renewing or entering into leases; implement space utilization and optimization practices; and annually assess building conformance to sustainability metrics; and
- Track energy management activities, performance improvements, cost reductions, greenhouse gas emissions, energy and water savings, and other appropriate performance measures.

Other Agreements

1. Cooperative Agreement for Delivery of Water and Payment of Operation and Maintenance Charges.
 - Agreement 14-48-0001-93564 between the U.S. Fish and Wildlife Service and the Truckee-Carson Irrigation District
 - This Agreement between the United States and the District provides the exclusive basis for operation, maintenance and replacement of federally owned facilities and federally administered lands within Stillwater National Wildlife Refuge.
2. Carson Lake Pasture Marsh Improvement Agreement
 - Agreement between the Max C. Fleischmann Foundation, the Truckee-Carson Irrigation District, and the State of Nevada Department of Wildlife.
3. Agreement
 - Agreement between the Kent Land and Livestock Company and the Truckee-Carson Irrigation District

AGREEMENT: 14-48-0001-93564

DCN: 14590-3-0123

FUNDS: 14590-1261

OBLIGATE : \$ 34,268.67

**COOPERATIVE AGREEMENT FOR DELIVERY OF WATER AND
PAYMENT OF OPERATION AND MAINTENANCE CHARGES**

THIS COOPERATIVE AGREEMENT FOR DELIVERY OF WATER AND PAYMENT OF OPERATION AND MAINTENANCE CHARGES (hereinafter "Agreement") is entered into between the U. S. FISH AND WILDLIFE SERVICE (hereinafter the "Service") and the TRUCKEE-CARSON IRRIGATION DISTRICT (hereinafter the "District"), the parties to this Agreement (hereinafter "the parties").

PREAMBLE

1. The Service and the District recognize that water is essential to meet the purposes of the Stillwater National Wildlife Refuge (hereinafter "Refuge") and that there are mutual benefits to be derived from working together cooperatively. It is the desire of the parties to cooperate, to the fullest extent consistent with their respective interests and responsibilities, in the public purpose of delivering water through Newlands Project (hereinafter "Project") water conveyance facilities to the Refuge, and to provide for the payment of reasonable and customary costs associated therewith, and making water deliveries to other water users served by the Project via waterworks within the Refuge. In particular, the parties desire to cooperate in: the planning of the amount, timing, and points of water deliveries; the planning and construction of any enlargement of delivery facilities; and the scheduling of deliveries to the Service with deliveries to other water users within the Project. The parties also desire to cooperate in reviewing whether the transfer of water rights to the Service has had or will have any adverse effect on the cost of water to other Project water users and, if so, for the Service to offset any such adverse effect. The parties also desire that any transfer of Project water rights to others will have no adverse effect on the cost of water to other Project users, including the Service, or on water quality.

2. The parties further enter into this Agreement with the intent that the Service pays its proportionate share of Project operation and maintenance costs and capital improvements, if any (hereinafter, collectively, "O and M costs"), and to ensure that there is no adverse effect on the cost of water to other water users or the Service. O and M costs are currently proportioned by water righted acreage owned.

3. The Service enters into this Agreement pursuant to authority in the Fallon Paiute Shoshone Indian Tribes Water Rights Settlement

**COOPERATIVE AGREEMENT FOR DELIVERY OF WATER AND
PAYMENT OF OPERATION AND MAINTENANCE CHARGES**

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Act of 1990, Public Law 101-618; the Fish and Wildlife Act of 1956, 16 U.S.C. 742b-742g; and the National Refuge System Administration Act of 1966, 16 U.S.C. 668dd-668ee (as amended).

4. The District is a special district of the State of Nevada organized, created, and operated pursuant to Chapter 539 of the Nevada Revised Statutes. The district enters into this Agreement pursuant to authority in such statutes.

5. The Service operates, administers, and maintains certain lands known as the Stillwater National Wildlife Refuge and has acquired and transferred rights to use Project water on such lands. A list of such water rights acquisitions and transfers is set forth in the attached Exhibit A.

6. The District operates and maintains water conveyance facilities of the Project pursuant to agreement with the United States Bureau of Reclamation. In so doing, the District delivers water to water users within the Project and is responsible for paying construction O and M costs.

7. The individuals and entities to whom Project water has been allocated pursuant to water rights applications and/or certificates issued by the Secretary of the Interior are required to repay Project construction and O and M costs.

8. The terms of this Agreement regarding delivery of prime water (as defined in paragraph 11 of this Agreement) and payment of O and M costs shall apply only to the Service's Project water rights, including existing Project water rights acquired for the Refuge and any additional Project water rights acquired in the future for the Refuge.

9. The Service is entitled under Nevada appropriative water rights to also receive return flows. Those water rights are not the subject of this Agreement nor are they intended to be affected by this Agreement.

10. NOW, PURSUANT HERETO, the parties enter into this Agreement to provide for the payment of the Service's share of O and M costs and to set forth the understanding of the parties with regard to delivery of prime water to the Refuge, or such other points of delivery for wetlands within the Lahontan Valley as the Service may direct, and delivery of water to other water users via the waterworks located within the Refuge:

PRIME WATER AND WATER RIGHTS

11. Only "prime water" shall be delivered to the Service for the Refuge pursuant to this Agreement. For purposes of this Agreement,

**COOPERATIVE AGREEMENT FOR DELIVERY OF WATER AND
PAYMENT OF OPERATION AND MAINTENANCE CHARGES**

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"prime water" means water that is released from Lahontan Reservoir, has been ordered by the Project water user for delivery to water-righted land, and is delivered via the Project's irrigation system, not via the Project's drainage facilities, unless the Service requests delivery through the drainage facilities. Although prime water may be blended with "return flow water", i.e., water that returns to or is pumped into the Project's irrigation system, the primary source of water for the Refuge shall not be return flow water. Further, the quality of the prime water shall meet the requirements of paragraph 27 of this Agreement.

12. Hereafter, the Service may acquire additional water rights that are not part of the Project or through the Water Bank authorized by section 209(d) of P.L. 101-618 and may want to transfer such rights to the Refuge. Such additional rights are not within the scope of this Agreement.

TERM

13. The initial term of this Agreement shall be 40 years from the date of execution of this Agreement. By mutual agreement of the parties, the term of the Agreement may be extended or the Agreement may be renegotiated at that time.

WATER DELIVERY

14. The District shall deliver prime water to the Refuge or to other points of delivery for wetlands within the Lahontan Valley, as directed by the Service, pursuant to the Project water rights acquired for the Refuge as described in Exhibit A. As the Service acquires additional Project water rights, Exhibit A shall be amended by the parties. Prior to February 15th of each year, the Service shall provide in writing to the District, for planning purposes only, an "annual water use plan." Such plan shall provide for each delivery: the quantity of water needed; the time period for delivery; and the point(s) of delivery, with the total annual amount of water not to exceed the maximum acre-feet specified in Exhibit A. Thereafter, throughout the year, prior to the need for a delivery, the Service shall order such quantity of prime water that is required by the Service, by placing a "water order" with the District in accordance with the District's "Rules and Regulations for Ordering and Delivery of Water," a copy of which is attached hereto as Exhibit B, to the extent that the District's Rules and Regulations do not conflict with this Agreement. The parties shall thereafter, but prior to the proposed date for delivery of water for that order, agree on a "delivery schedule" for delivery of prime water to the Service for that order. The delivery schedule shall also specify, if possible, how deliveries to the Service's point(s) of delivery will be scheduled with deliveries for other water users within the District and shall

allow for consideration of the needs of the water users, including the Service, when the District is unable to accommodate all requests simultaneously.

15. As the District's Rules and Regulations are proposed to be amended, the District shall provide the Service with a copy thereof. Should the Service have any objection to any of the amendments of such Rules and Regulations, the Service shall provide to the District, within 30 days after receipt thereof, a written explanation of the Service's objections. The parties shall then mutually resolve whether the amended Rules and Regulations shall apply to the Service, after considering whether such Rules and Regulations are consistent with applicable federal laws, rules, and regulations. If necessary, the parties may agree to nonbinding mediation or refer the matter to the U.S. Bureau of Reclamation for mutual resolution.

16. When less than a 100% allocation of water is available, all deliveries to the Service and to other Project water users shall be limited by the total Project water supply on a pro-rata basis.

17. The parties may also agree upon delivery of water to the Service that is not limited to the irrigation season or by the maximum amounts as specified in the District's Rules and Regulations (Exhibit B) to the extent consistent with the Service's Project water rights as described in Exhibit A, as amended.

18. If additional facilities are needed in order to provide an adequate conveyance system to meet the needs of the Service with regard to the time, quantity, or point(s) of delivery of prime water, the August 26, 1991, Interagency Agreement Between Bureau of Reclamation and Fish and Wildlife Service shall be controlling, so long as that Agreement is in effect. (Exhibit C, attached.)

PAYMENT OF O AND M COSTS

19. The District shall bill the Service on March 1st of each year for the annual O and M costs for the Project water rights acreage acquired by the Service, as shown by the total of the column entitled "Water Right Acres Acquired" on Exhibit A, as amended. The Service shall pay such costs within sixty (60) days of billing, subject to the provisions of paragraph 21 of this Agreement. The initial rate for O and M costs shall be: \$23.90 for each bottomland water right acre, and \$25.50 for each benchland water right acre, subject to annual adjustments as provided in paragraph 20 of this Agreement. The classification of bench and bottomlands for purposes of this Agreement shall be determined by reference to the map modified and approved by the Federal District Court of Nevada in U.S. v. Alpine Land and Reservoir Company, Civ. No. D-185 BRT, Final Order, February 11, 1988. (Exhibit D, attached.) If a new

COOPERATIVE AGREEMENT FOR DELIVERY OF WATER AND PAYMENT OF OPERATION AND MAINTENANCE CHARGES

bench and bottomlands map is put into effect, the new map shall be substituted for Exhibit D. Should the applicable law require the District's methodology for apportioning Project O and M costs to change, the Service shall convert to the changed methodology on the same basis as all other water rights holders within the District. However, should the District's methodology change for any other reason, the Service shall have the right but is not required to convert to that changed methodology on the same basis as all other water rights holders within the Project, or to continue with the existing methodology described in this paragraph.

20. The rate for O and M costs paid by the Service may be adjusted annually to the same extent and in the same manner as adjustments are made for other water users receiving service from the District.

21. Should the Service acquire any water rights after the March 1 billing date, it shall be the responsibility of the Service to make appropriate arrangements with either the District or the owner of the land against which O and M costs have been assessed, to pay both for any such costs that remain for the current tax year and any such costs that have been assessed for the following tax year beginning in July. The Service will become liable for the O and M costs assessed for the next subsequent tax year when it is billed in the March following the date of the acquisition.

22. Certain water right holders within the Project owe monies for original construction costs of the Project. However, all original construction costs for water rights currently owned by the Service for the Refuge, as listed at the time of execution of this Agreement on Exhibit A, have been paid in full to the District. If water rights with unpaid original construction costs are acquired by the Service in the future, the parties agree that the Service shall pay such remaining construction costs in full at the time of acquisition of such water rights by the Service.

23. If, three years after the execution of this Agreement, the District believes that the transfer of water rights to the Service is having an adverse effect on the cost of water to other Project water users, the District, at its discretion, may initiate a review of such potential adverse effect. The District shall present a written analysis, including documentation of the adverse effect, to the Service and either propose an adjustment to the rate for O and M costs to be paid by the Service, i.e., a "differential rate," so as to offset the adverse effect, or propose to the Service a delivery schedule of the Service's water that would offset or mitigate such adverse effect. If the District establishes the time at which the adverse impact first occurred and that the adverse effect continued from that date, the Service shall pay the differential rate for that period, even though such impact may have

occurred during the first three years. The parties shall make their best and good faith efforts to resolve whether either a differential rate, and the amount thereof, or an adjusted delivery schedule should apply. If the parties are unable to reach agreement on a differential rate or an adjusted delivery schedule within thirty (30) days, the parties shall, unless otherwise agreed, attempt to resolve their differences by voluntary, nonbinding mediation, with the parties agreeing as to the party to serve as mediator. Mediation shall be completed within sixty (60) days after being initiated. No statement by either party during mediation may be used as an admission against its interest.

24. Upon the Service's failure to pay any uncontested O and M costs within sixty (60) days of billing, as described in paragraph 19 of this Agreement, the Service shall be liable for payment of the overdue O and M costs, together with a late payment interest penalty thereon. Such late payment interest penalty shall be charged at the rate provided by Section 3 of the Prompt Payment Act of 1988, P.L. 100-496, 31 U.S.C. § 39. Further, if the adjusted rate for O and M costs, as described in paragraph 20 of this Agreement, increase the O and M costs in an amount greater than that budgeted for by the Service and if the Service is not able to otherwise pay such increase, the parties agree that the Service may pay the increase in the following year, together with a late payment interest penalty thereon at the rate described above in this paragraph. Finally, if the delinquent payment by the Service causes the District to incur actual additional expenses, excluding attorney's fees, beyond the amount of the late payment interest penalty, the Service shall pay the actual amount of the additional expenses, upon adequate documentation of said expenses by the District.

25. The Service agrees that the District may withhold delivery of water to the Service for such period of time that the Service is and remains in default of payment of undisputed O and M costs, or an undisputed portion thereof, when and only when: (i) the Service has failed to timely pay undisputed annual O and M costs plus the late payment interest penalty thereon pursuant to paragraph 24 of this Agreement; (ii) the District has thereafter issued a "demand notice" for payment of the undisputed annual O and M costs plus the late payment interest penalty thereon; and (iii) the Service has failed to make such payment within thirty (30) days of said demand. Finally, if the Service is found, subsequently, to owe an amount in dispute, the Service shall pay the late payment interest penalty on that amount from the date first overdue, at the rate described in paragraph 24 of this Agreement. Further, the name and address for service of a demand notice by the District shall be provided by the Service in the annual water use plan described at paragraph 14 of this Agreement.

MEASUREMENT OF WATER

26. The Service agrees to install and maintain mutually acceptable appropriate water measurement device(s) as near as practicable to the Service's point(s) of delivery. The Service shall provide the District annually with documentation of the maintenance and calibration of any water measurement device installed pursuant hereto. If the parties cannot agree as to the location, design, and accuracy of the Service's water measurement device, the parties agree to refer the matter to the U.S. Bureau of Reclamation for mutual resolution.

QUALITY OF WATER DELIVERIES TO THE REFUGE

27. The quality of water to be supplied to the Service pursuant to this Agreement shall be prime water, as defined in paragraph 11 of this Agreement, and shall be as good as the quality of water delivered by the District to other Project water users who are entitled to delivery of prime water outside the boundaries of the Refuge in the vicinity of the Refuge known as the "Stillwater Subdistrict," as identified on the map attached hereto as Exhibit E. Water quality shall conform to standards applicable under Nevada law for irrigation water when applicable to Project deliveries.

WATERWORKS WITHIN THE REFUGE

28. The Service shall provide use of waterworks within the Refuge as may be necessary for the Project to make deliveries to existing Project water users who currently use water works contained within Refuge lands. The Service shall provide the maintenance of those existing water works that occur solely within the Refuge; and the District shall provide the maintenance of those water works and drains that cross any tracts of Refuge land and enter privately owned lands. Further, the Service may provide alternative water works within the Refuge for deliveries to those other Project water users, so long as such alternative works meet reasonable standards. In providing alternative waterworks, the Service shall not impair existing efficiencies of existing waterworks within the Refuge nor the quality of water delivered; however, the Refuge shall not be obligated to improve the quality of water deliveries or to improve the efficiency of the Project in providing the alternative water works. If the parties cannot agree as to the current level of efficiencies of the Refuge water works, the water quality, or whether alternative Refuge water works would impair them, the parties agree to refer the matter to the U.S. Bureau of Reclamation for mutual resolution.

CONTINGENT ON AVAILABILITY OF APPROPRIATION

29. The expenditure or payment of any money or the performance of any work by the Service herein provided for, which may require appropriation of money or the allotment of funds by Congress, shall be contingent upon such appropriation or allotments being made.

OFFICIALS NOT TO BENEFIT

30. No member of or delegate to Congress, or resident commissioner shall be admitted to any part of this Agreement, or to any benefit arising from it.

GENERAL

31. The Service intends to cooperate with the District in achieving the District's objectives for the quality of water deliveries and the efficiency of the Project, to the extent such cooperation is consistent with the Service's objectives and the purposes for the Refuge.

32. The District agrees that the transfer of water rights to others should not have an adverse effect on the cost of water to other Project users, including the Service, and the District shall use its best efforts to ensure that transfers of water rights to others do not have an adverse effect on the cost of water to other project users, including the Service. In addition, the District will cooperate with the Service to try to ensure that any water right transfer will not have an adverse effect on water quality.

33. This Agreement shall not be amended except by mutual written consent of the parties hereto.

34. This Agreement shall automatically terminate in the event that the District's contract with the U.S. Bureau of Reclamation, which provides for the District to operate the Project, expires or is terminated. Further, in the event the District breaches any term of this Agreement, the Secretary reserves the right to terminate this Agreement upon sixty (60) days written notice to the District.

35. Attached hereto is Exhibit F entitled "U.S. Fish and Wildlife Service General Provisions for Grants and Cooperative Agreements." Such provisions are part of this Agreement to the extent applicable.

36. Subject to the terms and conditions of this Agreement, any party may seek interpretation or enforcement of this Agreement by a court of competent jurisdiction.

37. Each party hereto has caused this Agreement to be executed by an authorized official on the day and year set forth below. This Agreement shall become effective upon the date of last signature hereto.

TRUCKEE-CARSON IRRIGATION DISTRICT:

Ted de Braga
(Signature)
Name: TED J deBRAGA
Title: PRESIDENT
Date: 05/13/93
Attested By: Lyndee L. Harburg
(Signature)
SECRETARY-TREASURER
(Title)

U.S. FISH AND WILDLIFE SERVICE:

Maxim L. Fournert
(Signature)
Name: MAXIM L. FOURNERT
Title: REGIONAL MANAGER
Date: APR 23 1993

Sufficiency Review By:

Michael H. Bowen 4/23/93
(Signature)
Contracting Officer FWS 19605
(Title)

CARSON LAKE PASTURE

MARSH IMPROVEMENT AGREEMENT

THIS AGREEMENT made this nineteenth day of June, 1980, by and between the MAX C. FLEISCHMANN FOUNDATION, hereinafter referred to as the Foundation; the TRUCKEE-CARSON IRRIGATION DISTRICT, hereinafter referred to as the District; and the STATE OF NEVADA DEPARTMENT OF WILDLIFE, hereinafter referred to as the Department, witnesseth:

R E C I T A L S:

1. Since the establishment of the Newlands Irrigation Project, the District has held, managed and controlled, as custodians for the United States Department of Interior, that certain area of Churchill County, Nevada commonly known as the Carson Lake Pasture, which consists of a gross area of approximately 30,000 acres.
2. The Carson Lake Pasture is jointly used and maintained as a community pasture, for the use and benefit of livestock owners within the district, and as an open marsh providing a natural habitat for waterfowl and various other forms of wildlife.
3. It is the mutual desire and intention of the parties to undertake certain improvements at the Carson Lake Pasture, for the express purpose of rehabilitating and improving the marsh areas thereof and maintaining the same as a valuable wildlife resource.
4. The Foundation has offered to provide funding for such improvements, subject to the terms and conditions hereinafter set forth.

A G R E E M E N T :

NOW THEREFORE, in consideration of the premises and the terms and

1 conditions hereafter set forth, it is agreed by and between the
2 parties as follows:

3 I. Upon execution of this agreement, the Foundation will pro-
4 vide and pay over for the joint use of the District and
5 the Department the sum of \$631,000, which monies shall be
6 used solely and exclusively for improvements to the marsh
7 areas of the Carson Lake Pasture.

8
9 II. The monies provided by the Foundation shall be disbursed
10 and allocated among specific improvement projects as
11 follows:

12	a. Construction of 4 observation towers	
13	for bird watching, at an estimated cost	
14	of \$5,000 each	\$ 20,000
15	b. Install rock lining upon 20 miles of	
16	existing levees	115,000
17	c. The construction and installation of	
18	200 Waterman Gates, to be installed on	
19	40 feet of 30 inch concrete pipe	226,000
20	d. Construct 20 miles of additional water	
21	control levees	85,000
22	e. Construction of a concrete ditch 8,500	
23	feet in length, with 4-foot bottom and	
24	3-foot depth, engineered to run to and	
25	connect with the existing G-3 lateral	
26	canal	145,000
27	f. Construction of 21,000 feet of earth	
28	ditch having a 10-foot bottom and	
29	2-foot depth capacity	<u>40,000</u>
30	TOTAL	<u>\$631,000</u>

1 The above and foregoing cost allocations are estimates
2 only, upon which the Foundation's approval of funding has
3 been based. The unused portion of funds allocated to any
4 of the above-described projects may be applied, if neces-
5 sary, to any of the other projects listed. In the event
6 the funds provided by the Foundation exceed the actual cost
7 of the projects described above, any such excess funds
8 shall be used for further development and improvement of
9 the Carson Lake Pasture marsh areas, in such manner as the
10 parties may agree upon.

11
12 III. The funds received from the Foundation for the projects
13 encompassed by this agreement shall be deposited in a bank
14 account in the names of the Truckee-Carson Irrigation Dis-
15 trict and the Nevada State Department of Wildlife. All
16 disbursements from such account shall require the signa-
17 tures of an authorized representative of the District and
18 the Department.

19
20 IV. In consideration of the marsh improvements to be accom-
21 plished pursuant to this agreement, the District agrees
22 that all water distributed and delivered to the Carson
23 Lake Pasture shall be allocated 50% for irrigation of
24 existing livestock grazing areas and 50% for maintenance
25 of the wildlife marsh areas. In making such allocations
26 of water, it is understood and agreed that the District
27 may satisfy its commitment to delivery of water for wild-
28 life purposes by crediting no more than 20% of such alloca-
29 tions to return flows of water previously used within the
30 Carson Lake Pasture for irrigation purposes. The remaining

30% of the water delivered to the Carson Lake Pasture and allocable to wildlife purposes shall come from direct flows of water delivered to the marsh areas.

V. That portion of the Carson Lake Pasture currently identifiable as wildlife habitat and/or marsh area is reflected on the map annexed hereto, marked Exhibit "A", and by this reference incorporated herein. The wildlife areas so designated do not include irrigated pasture areas within the Carson Lake Pasture, portions of which also provide substantial habitat and support for the area's wildlife. The District agrees, with reference to the annexed Exhibit "A", they will hereafter identify and maintain for wildlife purposes an area within the Carson Lake Pasture of not more than 5,500 acres. It is understood, however, that maintenance of such wildlife habitat may vary from year to year depending upon the availability of water for delivery to the Carson Lake Pasture.

VI. The District further agrees to permanently maintain a board of advisors to be known as the Carson Lake Pasture Advisory Committee, which shall act in an advisory capacity only in reporting to the District and to the Department on matters pertaining to the management of the wildlife/marsh area of the Carson Lake Pasture. Minutes and other records of this advisory committee shall be deposited with and maintained in the office of the District. The Carson Lake Pasture Advisory Committee shall consist of 7 representatives, selected as follows: 2 representatives from the Carson

Lake Pasture stockmen; 2 members from the Truckee-Carson Irrigation District Board of Directors; 1 member from the Nevada State Department of Wildlife; and 2 representatives from the Greenhead Hunting Club, Inc. Should the Greenhead Hunting Club, Inc., dissolve, 2 representatives from the general public, who are interested and concerned with wildlife, shall be selected to replace the Greenhead members.

VII. The District further agrees that it will continue to maintain the Carson Lake Pasture as a public hunting area, with hunting privileges and access thereto available to all persons, subject only to such fees or other conditions as are reasonable and equitable.

VIII. The District agrees to commence the work and construction contemplated by this agreement as soon as possible following receipt of the above-referenced monies from the Foundation. It is further agreed that the projects referred to herein and the funds provided therefor shall be completed and disbursed within 3 years from the date that funding is initially received. Should adverse weather conditions occur to the extent that construction is substantially interfered with, then the time for completion of the proposed projects shall be extended to 5 years; it being understood, however, that the District will make every effort to complete all construction within the 3 year period initially contemplated by the parties.

IX. In recognition of the fact that the Carson Lake Pasture is custodial land held and administered by the District

1 under its contract with the United States Department of
2 Interior, it is understood and agreed that this contract
3 may require the written acknowledgement and/or approval
4 of the Department of Interior. In such event, the parties
5 agree that this contract shall be approved by the Depart-
6 ment of Interior on or before September 1, 1980.

7
8 X. The parties have entered into this agreement with the under-
9 standing that the Max C. Fleischmann Foundation may be
10 dissolved and terminated prior to the time that the improv-
11 ments called for herein have been completed. It is express-
12 ly understood and agreed that, upon any such termination
13 and dissolution of the Foundation, the terms and conditions
14 of this agreement shall continue in full force and effect
15 and the District and the Department shall have full author-
16 ity to enforce and carry out all of the terms and conditions
17 hereof.

18 XI. This agreement shall be binding upon and inure to the
19 benefit of the successors, administrators and assigns
20 of the respective parties hereto.

21
22 MAX C. FLEISCHMANN FOUNDATION

23 BY Julius Bergal

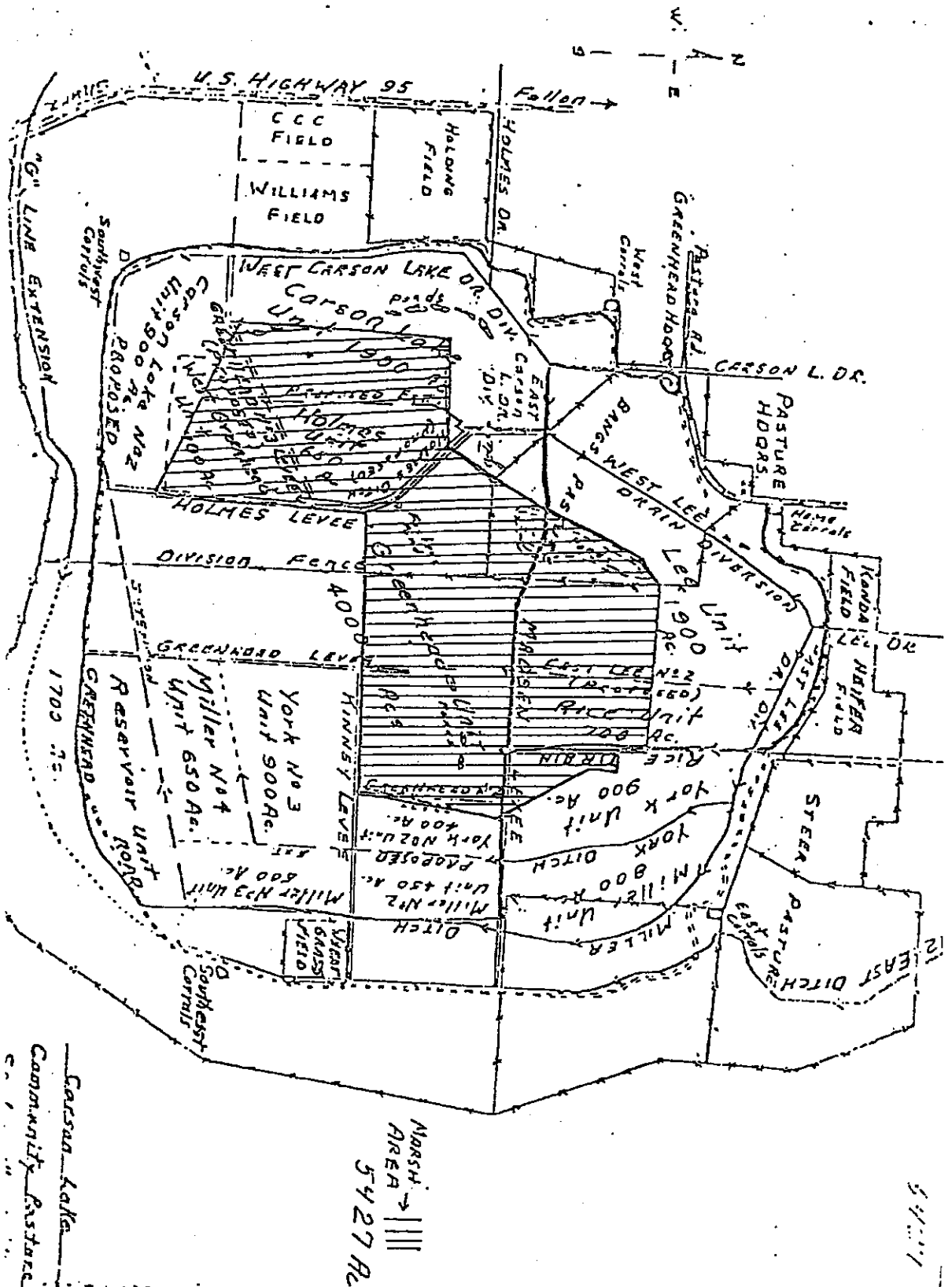
24
25 TRUCKEE-CARSON IRRIGATION DISTRICT

26 BY [Signature]

27
28 NEVADA STATE DEPARTMENT OF WILDLIFE

29 BY [Signature]

30



1 ADDENDUM TO CARSON LAKE PASTURE MARSH IMPROVEMENT

2 AGREEMENT

3 THIS ADDENDUM, made this 12th day of July, 1983,
4 by and between the TRUCKEE-CARSON IRRIGATION DISTRICT, hereinafter
5 referred to as the "DISTRICT," and the STATE OF NEVADA, DEPART-
6 MENT OF WILDLIFE, hereinafter referred to as the "DEPARTMENT,"

7 W I T N E S S E T H:

8 WHEREAS, the parties hereto executed an Agreement with
9 the MAX C. FLEISCHMANN FOUNDATION (which Foundation has since
10 been dissolved), dated June 19, 1980, hereinafter referred to as
11 the "Agreement"; and

12 WHEREAS, it was "the mutual desire and intention of the
13 parties to undertake certain improvements at the Carson Lake
14 Pasture, for the express purpose of rehabilitating and improving
15 the marsh areas thereof and maintaining the same as a valuable
16 wildlife resource"; and

17 WHEREAS, the MAX C. FLEISCHMANN FOUNDATION, for such
18 purposes "offered to provide funding for such improvements"; and

19 WHEREAS, in said Agreement there were allocations of
20 monies for specific improvement projects, totaling \$631,000,
21 which sum was on June 30, 1980, deposited in an escrow account
22 with the Security Bank of Nevada; and

23 WHEREAS, as a result of an opinion of the United States
24 District Court for the District of Nevada, in The United States
25 of America, plaintiff, vs. Alpine Land & Reservoir Company, a
26 corporation, et al., defendants, Civil case No. D-183 BRT, dated
27 October 28, 1980, it is the opinion of the DISTRICT that it is
28 advisable to revise the original list of improvement projects;
29 and

30 WHEREAS, the said sum of \$631,000 has been invested and
31 now totals approximately \$900,000; and

32 WHEREAS, the parties hereto desire to make such revisions

1 as needed and to further clarify certain provisions in said
2 Agreement,

3 NOW, THEREFORE, the parties agree as follows:

4 I

5 It is agreed that the revised list of improvement
6 projects as listed in paragraph II of this Addendum will meet
7 the expressed intentions and purposes of the original Agreement,
8 dated June 19, 1980, between the MAX C. FLEISCHMANN FOUNDATION,
9 the DISTRICT and the DEPARTMENT.

10 II

11 It is further agreed that the following revised project
12 list and funding allocations be established to clarify the
13 obligations of the parties hereto.

- 14 1. MARSH PROJECTS, with estimated cost: \$400,000.00
15 Rebuild and rock Holmes and Lott Freeway dikes
16 as needed - approximately 10 miles
17 Install seven (7) water control pipes and
18 riser structures (36")
19 Install three (3) water measuring recorders
20 to determine marsh receipts
21 Construct three (3) observation towers for
22 public non-consumptive use
- 23 2. PASTURE PROJECTS, with estimated cost: \$500,000.00
24 Invert drain flows to wildlife area on Rice,
25 Holmes, Lee, Cabin and Coverston Drains
26 Clean drains to improve water flows to wildlife
27 area - seven (7) miles
28 Install nine (9) water measuring devices to
29 determine total water receipts to pasture
30 Construct new canals to deliver water to Carson
31 Lake area - one and one-half (1 1/2) miles
32 Construct water control structures in new and
improved canals (three)
Enlarge water delivery canals to replace lost
drain water - four (4) miles
Construct irrigation check structures (Approx. 40)
Install irrigation outlet structures (Approx. 80)
Improve road access to water control structures -
four and one-half (4 1/2) miles irrigation levees

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Irrigation levees

TOTAL PROJECT ESTIMATE: \$900,000.00

III

It is further agreed by the parties that the funds allocated for Marsh and Pasture Projects as set forth in Paragraph II, plus accrued interest, will be set aside, maintained and expended as separate accounts.

The DEPARTMENT will guarantee the completion of marsh projects as set forth in Paragraph II, subparagraph 1, and shall have exclusive control over the maintenance and expenditure of funds from the marsh projects account. Should the cost of the marsh projects exceed the amount set aside in the marsh projects account, as hereinabove set forth, the DEPARTMENT shall complete said projects in accordance with this Agreement and the original Agreement and be responsible for any cost overrun. If the amount set aside in the marsh projects account, as hereinabove set forth, exceeds the actual cost of the marsh projects as set forth in Paragraph II, subparagraph 1, any and all excess funds, including principal and interest, shall forthwith be transferred to the pasture projects account, thereafter to be maintained and expended from the pasture projects account in accordance with this Agreement and the original Agreement.

The DISTRICT and the DEPARTMENT agree to apply the funds set aside in the pasture project account, and interest thereon, and such additional funds as may be received from the marsh projects account for the purpose of undertaking the improvements set forth in Paragraph II, subparagraph 2. The DISTRICT and the DEPARTMENT agree to apply all of said funds for said purpose and that the NEVADA STATE DEPARTMENT OF WILDLIFE, TRUCKEE-CARSON IRRIGATION DISTRICT, and the CARSON LAKE PASTURE ADVISORY COMMITTEE must mutually agree upon the priority of the

1 individual projects specified and the NEVADA STATE DEPARTMENT OF
2 WILDLIFE and the TRUCKEE-CARSON IRRIGATION DISTRICT must jointly
3 expend the funds therefor, but it is understood that the
4 DISTRICT is not obligated to expend any of its own funds to
5 complete the pasture projects if the total funds deposited to
6 the pasture projects account is insufficient to complete same.

7 IV

8 In the event there are funds remaining after completion
9 of all projects described herein, those funds, together with
10 interest thereon, shall be used for additional improvements to
11 either the marsh or pasture projects, and said improvements to be
12 agreed to by the NEVADA STATE DEPARTMENT OF WILDLIFE, TRUCKEE-
13 CARSON IRRIGATION DISTRICT and the CARSON LAKE PASTURE ADVISORY
14 COMMITTEE described in paragraph VI of the original Agreement.
15 All such projects shall be completed and the funds disbursed with-
16 in one year from the time the excess funds become available.

17 V

18 Paragraph VIII of the original Agreement provided that
19 the projects referred to in the original Agreement should be
20 completed and all funds disbursed within three years from the
21 date funding was initially received. That paragraph is revised
22 as follows:

23 "The DISTRICT and the DEPARTMENT agree to commence work
24 and construction upon the projects set forth in Paragraph II,
25 subparagraph 2, within sixty days from the date of approval by
26 the Ninth Judicial District Court of the State of Nevada for
27 Douglas County of this Agreement and expend the funds allocated
28 therefor in the manner and for the purposes set forth therein by
29 September 1, 1986."

30 "The NEVADA STATE DEPARTMENT OF WILDLIFE agrees to
31 commence work and construction upon the projects set forth in
32 Paragraph II, subparagraph 1, within sixty days from the date of

1 approval by the Ninth Judicial District Court of the State of
2 Nevada for Douglas County of this Agreement and complete all
3 approved and funded projects listed in said Paragraph II,
4 subparagraph 1, by September 1, 1986."

5 All other terms and conditions of the said Agreement will
6 remain in full force and effect.

7 VI

8 The parties agree that they will execute any additional
9 escrow instructions to Security Bank of Nevada that may be
10 required to effect the changes herein.

11 VII

12 This Addendum and revision shall not be effective unless
13 and until approved by the Ninth Judicial District Court of the
14 State of Nevada for Douglas County.

15 TRUCKEE-CARSON IRRIGATION DISTRICT

16
17 By *Magnus Lasa*

18
19 NEVADA STATE DEPARTMENT OF WILDLIFE

20
21 By *William A. Molini*

AGREEMENT

1 THIS AGREEMENT, made and entered into this 15th day of
2 March, 1926, by and between KENT LAND AND LIVESTOCK COMPANY, a
3 corporation, duly organized and existing under and by virtue of the
4 laws of the State of Nevada, hereinafter designated as the first
5 party, and the TRUCKEE-CARSON IRRIGATION DISTRICT, a quasi public
6 corporation, duly organized and existing under and by virtue of
7 the laws of the State of Nevada, having and maintaining its office
8 in the City of Fallon, hereinafter designated as the second party:

9 W I T N E S S E T H:

10 THAT WHEREAS, the first party is the owner of the following
11 described lands situate in the County of Churchill, State of
12 Nevada, to-wit:

13 NW $\frac{1}{2}$ of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the N $\frac{1}{2}$ of SW $\frac{1}{4}$,
14 S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 17; SE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$, S $\frac{1}{2}$
15 of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18; and the
16 SW $\frac{1}{4}$ of SE $\frac{1}{4}$, the N $\frac{1}{2}$ of SE $\frac{1}{4}$ the E $\frac{1}{2}$ of SW $\frac{1}{4}$, the
17 E $\frac{1}{2}$ of NW $\frac{1}{4}$ and W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 19, all
18 in Township 20, North Range 31 East, M.D.B.
& M., containing 960 acres more or less, of which
approximately 800 acres are irrigable, and which
have a vested water right with a priority of
about the year 1862, and

19 WHEREAS, the first party desires to have the second party
20 make the diversion and distribution of whatever waters it is
21 entitled to divert through the system of works now operated and
22 maintained by the United States Government in and upon and in
23 connection with the Newlands Project in the State of Nevada, or
24 otherwise.

25 NOW THEREFORE, THIS INDENTURE WITNESSETH: That in considerat-
26 ion of the covenants and agreements herein contained the first
27 party grants and conveys to the second party all of the right,
28 title, interest, and claim which it now has or which it may here-
29 after acquire to the use of any waters of the Carson River, or
30 other waters distributed through the system of works of the United
States in the Newlands Project, together with all the right, title,

1 interest or claim which it may have or hereafter acquire to any
2 canal, dam, reservoir, or irrigation works for the diversion,
3 storage, or conveyance of irrigation waters, subject to the follow-
4 ing express conditions.

5 (a) That the second party, upon its taking over, operating,
6 managing, and maintaining the irrigation distributing system of
7 works, now operated and maintained by the United States, shall,
8 in consideration of the aforesaid grant to it by the first party,
9 deliver to the first party whatever water it is entitled to
10 through such distributing system, when available, for the proper
11 irrigation for pasture purposes upon six hundred acres of the
12 lands hereinabove described, at such annual operation and main-
13 tenance rate as may be fixed by the second party for pasture lands
14 in the District, provided always that the total annual pasture
15 Operation and Maintenance charges shall not exceed the cultivated
16 area annual operation and maintenance charges hereinafter mentioned.

17 (b) In the event of the first party placing any of said area
18 in cultivation for harvest crops of any kind, then the lands so
19 placed in harvest crop production shall pay the annual Operation and
20 Maintenance rate and charges fixed upon like lands in said Irr-
21 igation District. Provided, however, that the first party shall
22 not be entitled to the delivery of waters for cultivated or
23 harvest crop area to exceed a total area of three hundred acres.
24 It being the intent of the parties hereto that the first party
25 shall pay to the second party, after it acquires the control,
26 operation and maintenance of the system of works in the present
27 Newlands Project, such operation and maintenance charges as may be
28 fixed from time to time by the second party, as provided by the
29 Nevada Irrigation District Laws upon not to exceed three hundred
30 acres of harvest crop area, and that as long as said first party
uses said lands for the raising and growing of pasturage the

1 operation and maintenance rate shall be paid in accordance with
2 the annual rate fixed by said Irrigation District for pasture lands.
3 And that upon the first party placing all or a portion of said
4 lands into cultivation for harvest crops then the water right for
5 such acreage for operation and maintenance purposes shall be pro
6 rated upon the basis of one acre of harvest crop lands for two
7 acres of pasture lands,

8 IT IS FURTHER AGREED, that the second party shall deliver
9 water to the above lands at the property line thereof.

10 7 IT IS FURTHER AGREED that the second party shall not assume
11 any liability or responsibility for the delivery of water to the
12 lands of the first party under the terms of this contract, unless
13 and until said second party lawfully takes over the operation and
14 maintenance of system of works now owned, operated and maintained
15 by the United States Government in the Newlands Project.

16 IN WITNESS WHEREOF, the parties hereto have caused their
17 corporate name and seal to be hereunto affixed by their thereunto
18 duly authorized officers the day and year first above written.

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KENT LAND AND LIVESTOCK COMPANY

By (s) C. E. Kent , President

(s) Ira Kent , Secretary

TRUCKEE-CARSON IRRIGATION DISTRICT.

By (s) W. A. Pray , President

(s) C. V. Pinger , Secretary

Transfer Inspection Report for Newlands Project

1. 2018 RO&M¹ – Low Hazard Dams Inspection Report - Transmittal Letter
2. 2018 RO&M – Low Hazard Dams Report - Approval Page
3. 2019 Special Inspection - CCTV Inspection of Turnouts and Conduits at the V-Line, S-Line, and L-Line - Transmittal Letter
4. 2019 Special Inspection - CCTV Inspection of Turnouts and Conduits at the V-Line, S-Line, and L-Line – Approval Page
5. 2018² RO&MUC³ – S- and V-Line Canals - Transmittal Letter
6. 2019 RO&MUC – Carson Division, S-Line and V-Line Canals Report – Approval Page
7. 2019 Type 2 Bridge Inspections Report - Transmittal Letter
8. 2019 Type 2 Bridge Inspection Reports – Approval Pages
9. 2020 Special Inspection – Sheckler Dam – Transmittal Letter
10. 2020 Special Inspection – Sheckler Dam – Report Cover
11. 2020 Special Inspection - Truckee Canal Control Structures – Transmittal Letter
12. 2020 Special Inspection - Truckee Canal Control Structures – Approval Page
13. 2020 Special Inspection - Carson Diversion Dam/Gate Operations, T-Line & V-Line Headworks – Transmittal Letter
14. 2020 Special Inspection - Carson Diversion Dam/Gate Operations, T-Line & V-Line Headworks – Report Cover
15. 2020 RO&MUC Truckee-Carson Distribution System – Transmittal Letter
16. 2020 RO&MUC Truckee-Carson Distribution System – Approval Page

¹ Review of Operation and Maintenance

² The field inspection took place in 2018 and the report was generated for federal fiscal year 2019.

³ Review of Operation and Maintenance of Urbanized Canals



United States Department of the Interior

BUREAU OF RECLAMATION

Lahontan Basin Area Office
705 N. Plaza Street, Rm 320
Carson City, NV 89701

IN REPLY REFER TO

JUN 26 2019

LO-136
2.2.4.21

Mr. Rusty Jardine
District Manager
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89406

Subject: 2018 Review of Operations and Maintenance Inspection Report, Low Hazard Dams,
Truckee-Carson Distribution System, Newlands Project, Nevada

Dear Rusty:

Enclosed is the 2018 Review of Operation and Maintenance (RO&M) report for the field inspection of low hazard dams within the Newlands Project conducted on September 7, 21, and 27, 2018. The cooperation and assistance provided by Truckee-Carson Irrigation District (District) personnel in this effort is appreciated. The inspection review team was comprised of representatives from the District as well as the Bureau of Reclamation's Lahontan Basin Area Office. The 2018 RO&M Report reflects the review team's field observations, discussions, and recommendations and incorporates all required components of Reclamation's Associated Facilities review and reporting criteria.

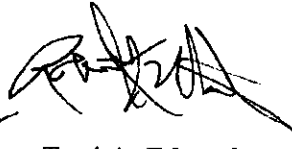
As further described in the enclosed report, please note no Category 1 Operations and Maintenance (O&M) recommendations, 10 new Category 2 O&M recommendations, and no new Category 3 O&M recommendations. In addition, there are 3 Category 2 O&M recommendations that remain incomplete and 3 Category 3 O&M recommendations that were not addressed and have been reissued.

New and outstanding Category 2 O&M recommendations are to be acted upon as soon as practicable following receipt of the enclosed inspection report. Reclamation requests that the District provide a preliminary completion date and a preliminary cost estimate for all new and outstanding Category 2 O&M recommendations within 60 days of receipt of this report.

The transmittal of the enclosed document is considered Controlled Unclassified Information by Reclamation which contains sensitive information and is necessary to be appropriately safeguarded. It is intended for your use only. Do not distribute this document or copies of it to any other entity without prior consent and approval from the Bureau of Reclamation.

If you have any questions about this report, you are encouraged to contact Mr. Robert Martinez at rkmartinez@usbr.gov or (775) 884-8394.

Sincerely,

for 

Terri A. Edwards
Area Manager

Enclosure

RECLAMATION

Managing Water in the West

2018 Review of Operation and Maintenance (RO&M)

Low Hazard Dams - Harmon Dam, Old River Dam, Ole's Pond Dam, Rattlesnake Dam, and Sagouspi Dam

**Truckee-Carson Distribution System
Newlands Project, Nevada
Mid-Pacific Region**



CONTROLLED



**U.S. Department of the Interior
Bureau of Reclamation
Mid-Pacific Region**

September 2018

Approval Page

**Low Hazard Dams, Newlands Project, Nevada
2018 Review of Operation & Maintenance Report**

Submitted:

JASON VILLARREAL Digitally signed by JASON VILLARREAL
Date: 2019.05.24 09:03:57 -07'00'

Jason Villarreal, P.E., Civil Engineer Date

Concur:

ROBERT MARTINEZ Digitally signed by ROBERT MARTINEZ
Date: 2019.06.04 12:42:01 -07'00'

Robert K. Martinez, P.E. Date
Newlands Project Coordinator

Approved:

RICHARD WOODLEY Digitally signed by RICHARD WOODLEY
Date: 2019.06.04 16:19:41 -07'00'

Richard J. Woodley Date
Regional Resources Manager



United States Department of the Interior

BUREAU OF RECLAMATION

Lahontan Basin Area Office
705 N. Plaza Street, Rm 320
Carson City, NV 89701

IN REPLY REFER TO

JAN 22 2020

LO-136
2.2.4.22

Mr. Rusty Jardine
General Manager
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89407-1356

Subject: 2019 Special Inspection – CCTV Inspection of Turnouts and Conduits at the V-Line, S-Line, and L-Line – Newlands Project, Nevada

Dear Rusty:

Inaccessible features (conduits penetrating main canal embankments) along the V-Line, S-Line, and L-Line were inspected by Bureau of Reclamation personnel from the Lahontan Basin Area Office and Technical Service Center from February 2018 to February 2019. The inspections were performed using a remote operated vehicle with closed-circuit television (CCTV) recording inspection observations. Several conduits were identified with deteriorated conditions and require replacement. CCTV images are included in the Appendix of the enclosed Special Inspection Report.

These inspections generated no new Category 1 Operations and Maintenance (O&M) Recommendations, 13 new Category 2 O&M Recommendations, and no new Category 3 O&M Recommendations.

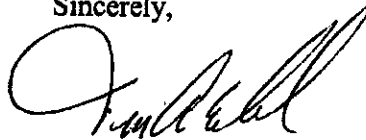
This document contains information considered sensitive and is labeled accordingly. Appropriately safeguard this document, keeping it from public view and locked in a cabinet when not being used. If transmitted to other need-to-know entities, the transmittal should include a statement similar to the following:

The Bureau of Reclamation has determined this document to contain sensitive information and is necessary to be appropriately safeguarded. It is intended for your use only. Do not distribute this document or copies of it, to any other entity without prior consent and approval from the Bureau of Reclamation. Documents must not be viewed by the public and must be secured in a locked cabinet or container when not being used. Additionally, the documents will not be posted on an Internet Web site.

This document should not be considered for public release.

If you have any questions regarding the contents of this report or need further information, please contact Mr. Robert Martinez by email at rkmartinez@usbr.gov or by phone at (775) 884-8394.

Sincerely,

A handwritten signature in black ink, appearing to read "Terri A. Edwards". The signature is fluid and cursive, with a large initial "T" and "E".

Terri A. Edwards
Area Manager

Enclosure



CONTROLLED
— BUREAU OF —
RECLAMATION

2019 Special Inspection

CCTV Inspection of Turnouts and Conduits at the V-Line, S-Line, and L-Line


Newlands Project, Nevada
California-Great Basin Region



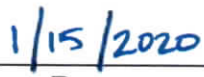
CONTROLLED

Approval Page
NEWLANDS PROJECT - NEVADA
TURNOUTS AND CONDUITS; V-LINE, S-LINE, AND L-LINE
2019 Special Inspection Report

Submitted:




Jason A. Villarreal, P.E.
Civil Engineer, Lahontan Basin Area Office



Date

Concur:



Robert K. Martinez, P.E.
Newlands Coordinator, Lahontan Basin Area Office



Date

Approved:



Terri A. Edwards
Area Manager



Date



IN REPLY REFER TO

LO-136

2.2.4.21

United States Department of the Interior

BUREAU OF RECLAMATION

Lahontan Basin Area Office
705 N. Plaza Street, Rm 320
Carson City, NV 89701

Jun 26 2019

Mr. Rusty Jardine
District Manager
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89406

Subject: 2018 Review of Operations and Maintenance of Urbanized Canals Inspection Report-
Truckee-Carson Distribution System–Newlands Project, Nevada–Mid-Pacific Region

Dear Rusty:

Enclosed is the Review of Operation and Maintenance of Urbanized Canals (RO&MUC) report For the field inspection of the urban reaches of the S and V-Line Canals within the Newlands Project conducted on August 24; September 21 and 27; and October 23, 2018. The inspection review team was comprised of representatives from the Bureau of Reclamation's Lahontan Basin Area Office. The 2018 RO&MUC report reflects the review team's field observations, discussions, and recommendations and incorporates all required components of the Reclamation Manual Directives and Standards FAC 01-12.

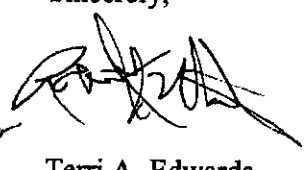
As further described in the enclosed report, please note no Category 1 Operations and Maintenance (O&M) recommendations, 6 new Category 2 O&M recommendations, and 4 new Category 3 O&M recommendations. In addition, there are 4 Category 2 O&M recommendations that remain incomplete and 1 Category 3 O&M recommendation that was not addressed and has been re-issued.

New and outstanding Category 2 O&M recommendations are to be acted upon as soon as practicable following receipt of the enclosed inspection report. Reclamation requests that the Truckee-Carson Irrigation District provide a preliminary completion date and a preliminary cost estimate for all new and outstanding Category 2 O&M recommendations within 60 days of receipt of this report.

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If you have any questions about this report, you are encouraged to contact Mr. Robert Martinez at rkmartinez@usbr.gov or (775) 884-8394.

Sincerely,

for 

Terri A. Edwards
Area Manager

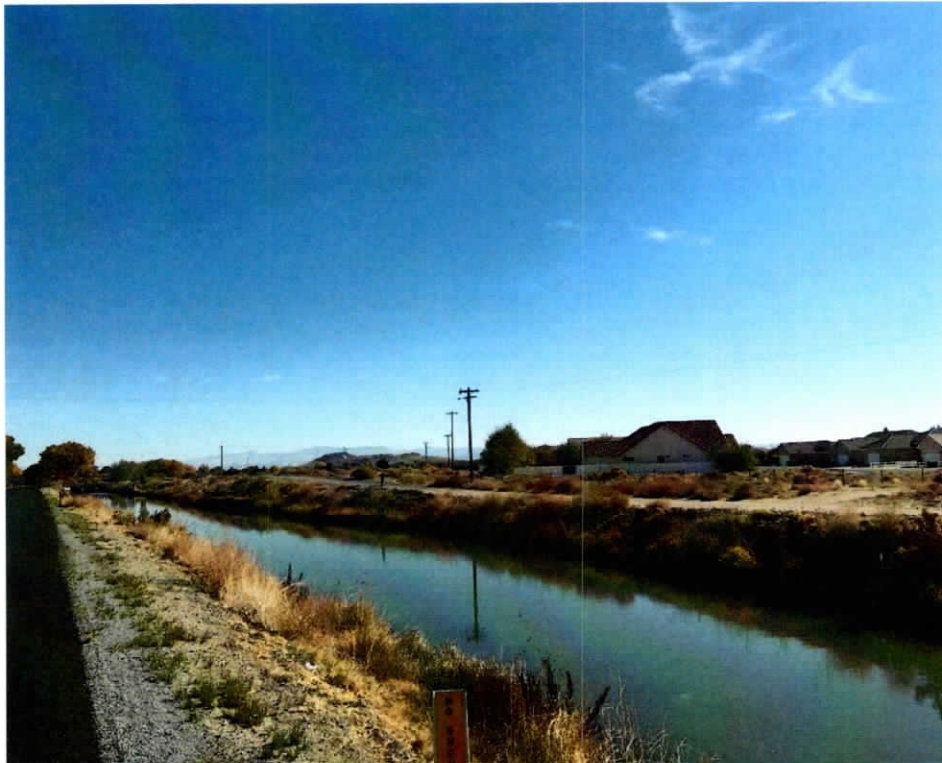
Enclosure

RECLAMATION

Managing Water in the West

2019 Review of Operation and Maintenance of Urbanized Canals

Carson Division, S-Line and V-Line Canals Truckee-Carson Distribution System, Nevada Mid-Pacific Region



CONTROLLED



U.S. Department of the Interior
Bureau of Reclamation
Mid-Pacific Region

October 23, 2018

Approval Page

Carson Division, S-Line and V-Line Canals

2019 Review of Operation & Maintenance of Urbanized Canals Report

Submitted:

JASON VILLARREAL Digitally signed by JASON VILLARREAL
Date: 2019.04.30 12:56:05 -07'00'

Jason A. Villarreal, P.E. Civil Engineer

Date

Concur:

ROBERT MARTINEZ Digitally signed by ROBERT MARTINEZ
Date: 2019.04.30 15:56:22 -07'00'

Robert K. Martinez, P.E.
Newlands Project Coordinator

Date

Approved:

RICHARD WOODLEY Digitally signed by RICHARD WOODLEY
Date: 2019.05.01 08:39:52 -07'00'

Richard J. Woodley
Regional Resources Manager

Date



United States Department of the Interior

BUREAU OF RECLAMATION

Lahontan Basin Area Office
705 N. Plaza Street, Rm 320
Carson City, NV 89701

IN REPLY REFER TO

SEP 16 2019

LO-136
2.2.4.22

Mr. Rusty Jardine
Project Manager
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89407-1356

Subject: 2019 Type 2 Bridge Inspections within the Newlands Project, Nevada; California-Great Basin Region

Dear Rusty,

Personnel from the Bureau of Reclamation Lahontan Basin Area Office (LBAO) and California-Great Basin Regional Office inspected four Type 2 bridges within the Newlands Project in July 2019, in accordance with Reclamation's Directives and Standards FAC TRMR-98; Bridge Inventory and Inspection Program. Copies of the inspection reports are enclosed. The bridges inspected include the Gilpin Wasteway Bridge (RBI No. MPLB0004), Lahontan Dam Powerplant Forebay Bridge (RBI No. MPLB0014), Truckee Canal Milepost 31.01 Bridge (RBI No. MPLB0015), and the Sagouspe Dam Spillway Bridge (RBI No. MPLB0034).

These inspections generated one new Category 2 Operations and Maintenance Recommendation.

This document contains information considered sensitive and is labeled accordingly. Appropriately safeguard this document, keeping it from public view and locked in a cabinet when not being used. If transmitted to other need-to-know entities, the transmittal should include a statement similar to the following:

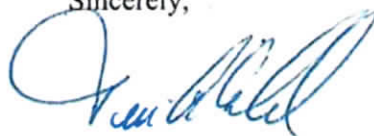
“The Bureau of Reclamation has determined this document to contain sensitive information and is necessary to be appropriately safeguarded. It is intended for your use only. Do not distribute this document or copies of it, to any other entity without prior consent and approval from the Bureau of Reclamation. Documents must not be viewed by the public and must be secured in a locked cabinet or container when not being used. Additionally, the documents will not be posted on an Internet website.”

If this document is being considered for public release, a thorough technical, legal, and public information review process should be initiated to redact sensitive information prior to such

release. Please contact LBAO staff to coordinate the review process and assure appropriate steps are taken.

If you have any questions regarding the contents of this report or need further information, please contact Mr. Robert Martinez by email at rkmartinez@usbr.gov or by phone at (775) 884-8394.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terri A. Edwards". The signature is fluid and cursive, with a large initial "T" and "E".

Terri A. Edwards
Area Manager

Enclosures - 4

cc: Mr. Cody Biggs
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89407-1356
(w/encl)

RECLAMATION

Managing Water in the West

Gilpin Wasteway Bridge

Inspection Report

Inspection Type: Routine

Structure Information

Inspection Type: Routine	Maintenance Type: Transferred
Gilpin Wasteway Bridge OVER Gilpin Wasteway	
Newlands Project	
Mid-Pacific Region	Lahontan Basin Area Office
RBI #: MPLB0004	Structural # : GILPIN WW
Date of Inspection: 7/8/2019	Date of Last Inspection: 11/6/2009

Inspection Information

Inspection Members: Jason Villarreal (USBR), Robert Owen (USBR), John Zimmerman (USBR)	
Time of Inspection: 1200	Temperature: Upper 80s°F
Weather Description: Clear/Sunny	

Coordinates

Latitude:	39.60170	Longitude	-119.32365
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Report Approval

John Zimmerman, P.E.

9/9/19

Reviewer and Approver: John Zimmerman, P.E.
Mid-Pacific Regional Bridge Program Manager

RECLAMATION

Managing Water in the West

Lahontan Dam Powerplant Forebay Bridge

Inspection Report

Inspection Type: Routine

Structure Information

Inspection Type: Routine	Maintenance Type: Transferred
Lahontan Dam Powerplant Forebay Bridge OVER Abandoned Canal	
Newlands Project	
Mid-Pacific Region	Lahontan Basin Area Office
RBI #: MPLB0014	Structural # : LAHONT ACCESS
Date of Inspection: 7/8/2019	Date of Last Inspection: 11/6/2009

Inspection Information

Inspection Members: Jason Villarreal (USBR), Robert Owen (USBR), John Zimmerman (USBR)	
Time of Inspection: 1000	Temperature: Upper 80s°F
Weather Description: Clear/Sunny	

Coordinates

Latitude:	39.46585	Longitude:	-119.06527
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Report Approval

John Zimmerman, PE

9/9/19

Reviewed by: John Zimmerman, P.E.

RECLAMATION

Managing Water in the West

Truckee Canal MP 31.01 Bridge

Inspection Report

Inspection Type: Routine

Structure Information

Inspection Type: Routine	Maintenance Type: Transferred
Truckee Canal Milepost 31.01 Bridge OVER Truckee Canal	
Newlands Project	
Mid-Pacific Region	Lahontan Basin Area Office
RBI #: MPLB0015	Structural #: TRUCKEE MP31.01
Date of Inspection: 7/8/2019	Date of Last Inspection: 11/6/2009

Inspection Information

Inspection Members: Jason Villarreal (USBR), Robert Owen (USBR), John Zimmerman (USBR)	
Time of Inspection: 1100	Temperature: Upper 80s°F
Weather Description: Clear/Sunny	

Coordinates

Latitude:	39.46417	Longitude	-119.06822
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Report Approval

John Zimmerman, PE

9/9/19

Reviewed by: John Zimmerman, P.E.

RECLAMATION

Managing Water in the West

Sagouspe Dam Spillway Bridge

Inspection Report

Inspection Type: Routine

Structure Information

Inspection Type: Routine	Maintenance Type: Transferred
Sagouspe Dam Spillway Bridge OVER Sagouspe Dam Spillway	
Newlands Project	
Mid-Pacific Region	Lahontan Basin Area Office
RBI #: MPLB0034	Structural # : SAGSPE DAM SPWY
Date of Inspection: 7/8/2019	Date of Last Inspection: 11/6/2009

Inspection Information

Inspection Members: Jason Villarreal (USBR), Robert Owen (USBR), John Zimmerman (USBR)	
Time of Inspection: 1400	Temperature: Upper 80s °F
Weather Description: Clear/Sunny	

Coordinates

Latitude:	39.54022	Longitude	-118.73640
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Report Approval

John Zimmerman, P.E.

9/9/19

Reviewer and Approver: John Zimmerman, P.E.
Mid-Pacific Regional Bridge Program Manager



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
Lahontan Basin Area Office
705 North Plaza Street, Room 320
Carson City, NV 89701-4015



LO-136
2.2.4.22

Mr. Rusty Jardine
General Manager
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89407-1356

Subject: 2020 Special Inspection – Sheckler Dam – Newlands Project, Nevada

Dear Rusty:

The Lahontan Basin Area Office has completed a special inspection and provided the attached special inspection report for Sheckler Dam. The special inspection was conducted March 5, 2020, in accordance with Reclamation Manual Directives and Standards FAC 01-04: RO&M Program Examination of Associated Facilities (Facilities Other Than High- and Significant-Hazard Dams).

These inspections generated no new Operations and Maintenance (O&M) Recommendations.

This document contains information considered sensitive and is labeled accordingly. Appropriately safeguard this document, keeping it from public view and locked in a cabinet when not being used. If transmitted to other need-to-know entities, the transmittal should include a statement similar to the following:

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This document should not be considered for public release.

If you have any questions regarding the contents of this report or need further information, please contact Mr. Robert Martinez by email at rkmartinez@usbr.gov or by phone at (775) 884-8394.

Sincerely,

**TERRI
EDWARDS**

Digitally signed by TERRI EDWARDS
Date: 2020.06.15 14:09:09 -0700

Terri A. Edwards
Area Manager

Enclosure

CONTROLLED



— BUREAU OF —
RECLAMATION

2020 Special Inspection Sheckler Dam Truckee-Carson Distribution System

**Newlands Project, Nevada
Interior Region 10**



Controlled by: Bureau of Reclamation, Lahontan Basin Area Office (775) 882-3436
Decontrol by: Do not decontrol.

CONTROLLED



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
Lahontan Basin Area Office
705 North Plaza Street, Room 320
Carson City, NV 89701-4015



LO-136
2.2.4.22

Mr. Rusty Jardine
General Manager
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89407-1356

Subject: 2020 Special Inspection – Truckee Canal Control Structures – Newlands Project,
Nevada

Dear Rusty:

The Lahontan Basin Area Office completed a special inspection and provides the enclosed special inspection report for control structures along the Truckee Canal. The special inspection was conducted between October 2019 and March 2020, in accordance with Bureau of Reclamation Manual Directives and Standards FAC 01-04: RO&M Program Examination of Associated Facilities (Facilities Other Than High- and Significant-Hazard Dams). The features inspected include the canal headworks, Gilpin Wasteway, Derby Wasteway, and all canal check structures (Fernley, Anderson, Allendale, Mason, and Bango).

This inspection generated no new Category 1 Operations and Maintenance (O&M) Recommendations, seven new Category 2 O&M Recommendations, and no new Category 3 O&M Recommendations.

This document contains information considered sensitive and is labeled accordingly. Appropriately safeguard this document, keeping it from public view and locked in a cabinet when not being used. If transmitted to other need-to-know entities, the transmittal should include a statement similar to the following:

The Bureau of Reclamation has determined this document to contain sensitive information and is necessary to be appropriately safeguarded. It is intended for your use only. Do not distribute this document or copies of it, to any other entity without prior consent and approval from the Bureau of Reclamation. Documents must not be viewed by the public and must be secured in a locked cabinet or container when not being used. Additionally, the documents will not be posted on an Internet Web site.

This document should not be considered for public release.

If you have any questions regarding the contents of this report or need further information, please contact Mr. Robert Martinez by email at rkmartinez@usbr.gov or by phone at (775) 884-8394.

Sincerely,

**TERRI
EDWARDS**

Digitally signed by TERRI EDWARDS
Date: 2020.04.22 09:23:11 -0700

Terri A. Edwards
Area Manager

Enclosure

CONTROLLED



— BUREAU OF —
RECLAMATION

2020 Special Inspection Truckee Canal Control Structures

Newlands Project, Nevada
Interior Region 10



Controlled by: Bureau of Reclamation, Lahontan Basin Area Office (775) 882-3436
Decontrol by: Do not decontrol.

CONTROLLED

Approval Page

TRUCKEE CANAL CONTROL STRUCTURES

2020 SPECIAL INSPECTION

Submitted:

JASON
VILLARREAL

Digitally signed by JASON
VILLARREAL
Date: 2020.05.12
09:50:35 -07'00'

Jason A. Villarreal, P.E.
Civil Engineer

Date

Concur:

ROBERT
MARTINEZ

Digitally signed by
ROBERT MARTINEZ
Date: 2020.05.12
11:54:54 -07'00'

Robert K. Martinez, P.E.
Newlands Project Coordinator

Date

Approved:

TERRI
EDWARDS

Digitally signed by TERRI EDWARDS
Date: 2020.05.12 14:51:40 -07'00'

Terri A. Edwards
Area Manager

Date



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
Lahontan Basin Area Office
705 North Plaza Street, Room 320
Carson City, NV 89701-4015



LO-133
2.2.4.21

Mr. Rusty Jardine
Project Manager
Truckee-Carson Irrigation District
P. O. Box 1356
Fallon, Nevada 89407-1356

Subject: 2020 Special Inspection Report – Truckee-Carson Distribution System, Carson Diversion Dam/Gate Operations, T-Line & V-Line Headworks, Newlands Project, Nevada

Dear Rusty:

The Carson Diversion Dam, gate operations, T-Line and V-Line Headworks were inspected by Lahontan Basin Area Office personnel on March 4, 2020, in accordance with Bureau of Reclamation's Directives and Standards FAC 01-04: Directives for the Review of Operation and Maintenance Program Examination of Associated Facilities (Facilities Other Than High- and Significant-Hazard Potential Dams). Two copies of this inspection report are enclosed.

Findings and recommendations were discussed with Truckee-Carson Irrigation District (District) personnel during the inspection. This inspection generated 13 new Operations and Maintenance Recommendations, including 11 Category 2, and 2 Category 3 recommendations.

The cooperation and assistance provided by District personnel in conducting this inspection are greatly appreciated. If you have any questions regarding the contents of this report or need additional information, please contact Mr. Robert Owen at rowen@usbr.gov or (775) 400-0961.

Sincerely,

**TERRI
EDWARDS**

Digitally signed by TERRI EDWARDS
Date: 2020.07.16 13:16:09 -0700

Terri A. Edwards
Area Manager

Enclosure – 2 copies

CONTROLLED



— BUREAU OF —
RECLAMATION

2020 Special Inspection

Truckee-Carson Distribution System Carson Diversion Dam/Gate Operations, T-Line & V-Line Headworks

**Newlands Project, Nevada
Interior Region 10**



Controlled by: Lahontan Basin Area Office
Do not decontrol.

U.S. Department of the Interior

March 2020

CONTROLLED

D-28



United States Department of the Interior



BUREAU OF RECLAMATION
Lahontan Basin Area Office
705 North Plaza Street, Room 320
Carson City, NV 89701-4015

IN REPLY REFER TO:

Dec 7, 2020

LO-133
2.2.4.21

Mr. Rusty Jardine
Project Manager
Truckee-Carson Irrigation District
P. O. Box 1356
Fallon, Nevada 89407-1356

Subject: 2020 Review of Operation and Maintenance of Urbanized Canals (RO&MUC)

Dear Rusty:

The Urbanized Canal Sections of the Truckee and Carson Divisions were inspected by Lahontan Basin Area Office, and California Great Basin Regional personnel on June 8th and 9th, 2020, in accordance with Bureau of Reclamation's Directives and Standards FAC 01-12: Bureau of Reclamation's Canal Hazard Program. Two copies of this inspection report are enclosed.

This inspection focused on the Canal Urban Reach Identification Numbers (CRIDS) in the vicinity of the Truckee Canal, L-Line, S-Line, V-Line, and T-Line. Findings and recommendations were discussed with Truckee-Carson Irrigation District (District) personnel after the inspection. This inspection generated 10 new Operations and Maintenance Recommendations, including 9 new Category 2 recommendations and 1 new Category 3 recommendation. During the inspection, it was observed that there were 7 incomplete Category 2 recommendations from previous inspections. There were no incomplete Category 1 or Category 3 recommendations.

The cooperation and assistance provided by District personnel in addressing this inspection is greatly appreciated. If you have any questions regarding the contents of this report or need additional information, please contact Mr. Robert Owen at rowen@usbr.gov or (775) 400-0961.

Sincerely,

Terri A. Edwards
Area Manager

Enclosures – 2 copies



— BUREAU OF —
RECLAMATION

2020 Review of Operation and Maintenance of Urbanized Canals (RO&MUC)

**Truckee - Carson Distribution System
Newlands Project, Nevada
Interior Region 10**



CONTROLLED UNCLASSIFIED INFORMATION

Approval Page

Truckee-Carson Distribution System 2020 Review of Operation and Maintenance - Urban Canals Examination Report

Submitted:

PHILLIP ERVIN Digitally signed by PHILLIP ERVIN

Date: 2020.08.13 10:31:59 -07'00'

Phillip G. Ervin, Civil Engineer Technician

SCOTT FOSTER Digitally signed by SCOTT FOSTER

Date: 2020.08.13 11:49:05 -07'00'

Scott Foster, Civil Engineer, P.E.

Concur:

PAUL CARUSO Digitally signed by PAUL
CARUSO

Date: 2020.08.13 10:02:41 -07'00'

Paul Caruso
Chief, Facilities Engineering Branch

Approved:

SHERYL LOOPER Digitally signed by SHERYL
LOOPER

Date: 2020.08.24 17:34:40 -07'00'

Sheryl Looper
Deputy Regional Resources Manager

1 Memorandum of Agreement Regarding the Delivery and Use of Newlands Project Water on the
2 Fallon Indian Reservation
3

4 The Fallon Paiute-Shoshone Tribe (Tribe), the Truckee-Carson Irrigation District (TCID), the
5 Bureau of Reclamation (Reclamation) and the Bureau of Indian Affairs (BIA), (individually as a
6 Party or collectively as Parties) enter into this Memorandum of Agreement (MOA) on
7 November 3, 2020.
8

9 1. Guiding Principles
10

- 11 a. The Tribe, Reclamation and BIA desire to maintain a government-to-government
12 relationship in a manner that facilitates open communication and protects trust resources,
13 including lands and water rights held in trust for the Tribe and/or its members, and other
14 lands and water rights acquired by the Tribe.
15
16 b. Reclamation and BIA recognize the Tribe's sovereign authority and institutional capacity
17 to effectively manage lands, water and other resources within the Tribe's Reservation.
18
19 c. The Tribe, Reclamation, TCID and BIA acknowledge that effective communication is
20 paramount for a successful relationship. All recognize the importance of early and
21 continuing interactions about this MOA.
22
23 d. When this MOA calls for consultation among or between any of the Parties and the Tribe,
24 such consultation shall be in accordance with applicable Presidential Executive Orders,
25 and Reclamation and Department of the Interior policies regarding
26 consultation. Resolution of disputes will be in accordance with Article 8.
27
28 e. The Parties agree and recognize that this MOA does not modify decreed water rights and
29 that, except as otherwise provided in Articles 2.c and 2.d below, this MOA and any
30 processes established by it do not preempt or modify the existing rights and
31 responsibilities of the Parties or establish any additional rights or responsibilities.
32

33 2. Purpose and Authority
34

- 35 a. The purposes of this MOA are:
36 (i) to confirm the continuing existence and extent of Newlands Project water rights
37 appurtenant to the Fallon Indian Reservation (Reservation) and the limitations
38 imposed on the use of such rights on or off the Reservation under the Fallon
39 Paiute-Shoshone Indian Tribes Water Rights Settlement Act of 1990, Public Law
40 101-618, November 16, 1990, 104 Stat 3289 (Settlement Act) and other
41 applicable law; and
42 (ii) to define processes and procedures for the delivery of Newlands Project Water
43 (Project Water) to and use on lands within the Reservation, including the
44 calculation of the Reservation's Annual Allocation and Annual Entitlement, and
45 for the operation and maintenance of Newlands Project Works involved in such

- 46 delivery and use and related matters, pursuant to the Settlement Act and other
47 applicable law.
48
- 49 b. This MOA is in furtherance of the numerous federal statutes, regulations and judicial
50 decisions, as applicable, which establish and define a trust relationship between the
51 United States and the Tribe. This MOA is not intended to create any new right or trust
52 responsibility, substantive or procedural, enforceable at law by a party against the United
53 States, its agencies, or any person.
54
- 55 c. This MOA is a Reservation Water Agreement under Article 9(a) of the Contract Between
56 the United States of America and the Truckee-Carson Irrigation District Providing for the
57 Operation and Maintenance of the Newlands Project entered into on November 25, 1996
58 (Contract 7-07-20-X0348) (O&M Contract). The parties agree that all conditions for this
59 Reservation Water Agreement under Article 9(a) of the O&M Contract have been
60 satisfied. If any provision of this MOA is inconsistent with any provision of the current
61 O&M Contract or any future O&M contract, the provisions in this MOA shall be
62 controlling.
63
- 64 d. It is the intention of the Parties that all provisions of this MOA will be incorporated
65 directly or by reference in any new contract for the operation and maintenance of the
66 Newlands Project, provided that, if a new contract is with an entity other than TCID, the
67 obligations imposed on TCID under this MOA will be imposed on the new contractor,
68 and provided further that the provisions of this MOA will be revised as appropriate if
69 Reclamation contracts directly with the Tribe for the operation and/or maintenance of
70 Newlands Project Works on the Reservation.
71
- 72 e. The Tribe has the authority to enter this MOA pursuant to its inherent sovereign authority
73 as a federally recognized Indian tribe. Under the Constitution and Bylaws of the Fallon
74 Paiute-Shoshone Tribe (Version Sixteen, Approved December 3, 2010), the Fallon
75 Business Council is the Governing Body of the Tribe and was established to exercise the
76 privileges and powers of self-government, to conserve and develop the Tribe's resources
77 for the social and economic well-being of its members, and to preserve and protect the
78 civil rights of its members. The Fallon Business Council has the authority to regulate the
79 use of water on the Reservation pursuant to Article VI, Sections 1(c), (h) and (i) of the
80 Tribe's Constitution.
81
- 82 f. Reclamation's authority to enter this MOA is its authority to operate and maintain the
83 Newlands Project under the federal Reclamation laws, including the Settlement Act.
84
- 85 g. BIA's authority to enter into this MOA is based on Federal statutes and regulations
86 governing ownership and management of Federal lands and water rights held in trust for
87 the benefit of Indian tribes, including the Fallon-Paiute Shoshone Tribe, found in United
88 States Code, Title 25, as well as Public Law 101-618, 104 Stat 3289 *et seq.*
89
- 90 h. TCID's authority to enter into this MOA includes general powers granted by the Nevada
91 legislature to irrigation districts pursuant to NRS 539.010 *et seq.*, including, without

92 limitation, the power to cooperate and contract with the United States under the Federal
93 Reclamation Act of June 17, 1902, and all acts amendatory thereof and supplementary
94 thereto. Authority includes the O&M Contract having been approved by the electors of
95 the District, upon election, pursuant to NRS 539.297, and said O&M Contract having
96 been validated by proceedings conducted in the Third Judicial District Court, in and for
97 the County of Churchill, State of Nevada, pursuant to NRS 539.305, and upon the basis
98 of the general powers granted to conservation districts, pursuant to NRS 541.140 and
99 541.145, and made applicable to irrigation districts, pursuant to NRS 539.190(1).

100
101
102 **3. Definitions**

- 103
104 a. "Annual Allocation" means the maximum amount of Project Water to which the
105 Reservation is entitled during a calendar year as calculated under Section 4 of this MOA.
106
107 b. "Annual Entitlement" means the amount of Project Water which can be legally and
108 beneficially used on the Reservation during the calendar year, up to the maximum Annual
109 Allocation.
110
111 c. "Project Works" means all federally owned facilities, including lands, used for Project
112 purposes.
113
114 d. "Reservation Water Rights" means all perpetual paid-up Newlands Project Water rights,
115 whether held in trust by the United States, or not, appurtenant to the Reservation as set
116 forth in Exhibit A.
117
118 e. "Water Use Cap" means the cap on the annual use of water on the Reservation
119 established in the Settlement Act, and as calculated in Exhibit B.
120
121 f. "Percent Water Supply Year" means the percentage of total Project water right
122 entitlements that TCID expects to serve during the year, and may be adjusted from time-
123 to-time during the year

124
125 **4. Confirmation of Reservation Water Rights; Annual Allocation Calculation; Reservation of**
126 **Water to Serve the Annual Allocation; Limitation of Use to Annual Entitlement**

- 127
128 a. The continuing existence of Reservation Water Rights as set forth in Exhibit A is hereby
129 recognized and confirmed.
130
131 b. The Reservation's Annual Allocation is calculated by multiplying total Reservation
132 Water Rights by the Percent Water Supply Year and then applying the Water Use Cap, as
133 follows.
134
135 i. The first step in the Annual Allocation calculation is to determine the total
136 Reservation Water Rights for the year in question. Total Reservation Water Rights
137 are set forth in Exhibit A. If the Tribe acquires additional water rights for

138 Reservation lands, the Tribe will notify Reclamation and BIA in writing and
139 Reclamation will update Exhibit A and provide the updated Exhibit to the Parties.
140 Exhibit A shall include a tally of Project water rights appurtenant to the Reservation
141 and corresponding water duties or entitlements.
142

143 ii. The second step in the Annual Allocation calculation is to multiply total Reservation
144 Water Rights by the Percent Water Supply Year for the year in question. The Percent
145 Water Supply Year is set by TCID at the beginning of the irrigation season and is
146 adjusted as necessary based on hydrologic and operating conditions. The following
147 examples illustrate this part of the calculation based on current Reservation Water
148 Rights, before application of the Water Use Cap:
149

150 a. 70 Percent Water Supply Year. In a 70 Percent Water Supply Year, the
151 Reservation would be entitled to receive 13,402.48 AF for water-righted acres
152 with a water duty of 3.5 AF/ac. ($.7 \times 19,146.4 = 13,402.48$) and 979.90 AF for
153 water-righted acres with a water entitlement of 2.99 AF/ac. ($.7 \times 1,399.86 =$
154 979.90), for a total of 14,382.38 AF before application of the Water Use Cap.
155

156 b. 50Percent Water Supply Year. In a 50Percent Water Supply Year, the Reservation
157 would be entitled to receive 9,573.2 AF for water-righted acres with a water duty
158 of 3.5 AF/ac. ($.5 \times 19,146.4 = 9,573.2$) and 699.93 AF for water-righted acres
159 with a water entitlement of 2.99 AF/ac. ($.5 \times 1,399.86 = 699.93$), for a total of
160 10,273.13 before application of the Water Use Cap.
161

162 iii. The third step in the Annual Allocation calculation is application of the Water Use
163 Cap established in the Settlement Act. The Water Use Cap will be determined in
164 accordance with Exhibit B. If the Tribe acquires additional water rights for
165 Reservation lands or if the Secretary acquires additional water rights for Reservation
166 wetlands, the Tribe and/or the Secretary will notify Reclamation and BIA in writing
167 and Reclamation will update Exhibit B and provide the updated Exhibit to the Parties.
168 The following examples illustrate the application of the Water Use Cap to determine
169 the Reservation's Annual Allocation based on current Reservation Water Rights and
170 the current Water Use Cap:
171

172 a. 70Percent Water Supply Year. As explained in Article 4.b.ii.a above, in a
173 70Percent Water Supply Year, the Reservation would be entitled to receive
174 14,382.38 AF before application of the Water Use Cap. Because that amount is
175 *greater than* the Water Use Cap, the Reservation's Annual Allocation would be
176 reduced to equal the Water Use Cap and would be 12,092.71 AF.
177

178 b. 50Percent Water Supply Year. As explained in Article 4.b.ii.b above, in a
179 50Percent Water Supply Year, the Reservation would be entitled to receive
180 10,273.13 AF before application of the Water Use Cap. Because that amount is
181 *less than* the Water Use Cap, the Reservation's Annual Allocation would not be
182 affected by the Water Use Cap and would be 10,273.13 AF.
183

- 184 c. TCID will reserve the calculated Annual Allocation in Lahontan Reservoir or other
185 Project Works every year for delivery to and use on the Reservation or off-Reservation
186 lands to which the Tribe has transferred Reservation Water Rights.
187
- 188 d. In any individual year, the Reservation's Newlands Project Water Annual Entitlement is
189 limited to the amount of water that can be legally and beneficially used for actual
190 demands for authorized purposes. The Reservation's Annual Entitlement may be less
191 than the Reservation's Annual Allocation but cannot exceed it. Water ordering and
192 delivery under Section 5 shall be in accordance with the Reservation's Annual
193 Entitlement.
194

195 5. Water Ordering and Delivery
196

197 a. Serial Numbers
198

199 TCID administers decreed water right entitlements through the use of Project serial numbers.
200 TCID will ensure that the Reservation has serial numbers for all parcels to which water may
201 be delivered, as well as one or more serial numbers for all other water-righted acres, and that
202 the Tribe has serial numbers for all off-reservation lands to or from which it may transfer
203 water rights. TCID will assign serial numbers to Reservation lands and off-reservation Tribal
204 lands in compliance with applicable provisions of the *Alpine Decree*, the then current
205 Operating Criteria and Procedures(OCAP) and the Settlement Act, *provided* that the Tribe
206 reserves the right to challenge any such provisions under applicable law.
207

208 Within one year of execution of this MOA, the Tribe, Reclamation and TCID will ground
209 truth the Project Works in the Reservation and create a GIS fields layer that delineates field
210 boundaries, headgates used for delivery, and canals/laterals used for delivery to each
211 identified field within the Reservation boundaries. All parties will maintain this layer in their
212 respective databases; however, Reclamation will maintain the official layer.
213

214 b. Place of Use and Transfers
215

216 The Nevada State Engineer's Office has determined that the place of use for all Reservation
217 Water Rights is within the boundaries of the Reservation. Consistent with that determination
218 and the Tribe's own position regarding its authority to regulate water use within the
219 Reservation, the Tribe can move water from one serial number on the Reservation to another
220 serial number on the Reservation without filing a transfer application with the State
221 Engineer's Office. Reservation Water Rights can also be transferred off the Reservation in
222 accordance with Nevada State Law through the Nevada State Engineer's Office. TCID must
223 document and report on and off Reservation transfers in its water management system.
224

225 The Parties agree to the following:
226

- 227 i. The Tribe may transfer irrigation water from one serial number on the
228 Reservation to another serial number on the Reservation for irrigation, provided
229 that water duties for irrigation use are not exceeded.

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- ii. Water rights acquired by the Secretary and transferred to the Reservation for wetland use may only be used on wetlands pursuant to Public Law 101-618, Section 206 (a)(1)(A).
- iii. If the Tribe transfers irrigation water to any non-irrigation use, including wetlands (or wildlife) use, it would be limited to transferring the consumptive use portion of any irrigation water, or 2.99 acre-feet/acre, from the total 3.5 acre-feet/acre allowable water duty for irrigation under the *Alpine Decree*.
- iv. The Tribe will comply with applicable law in making water transfers.

c. Pre-season Scheduling

Each Tribal water user shall complete a water assignment form listing the relevant serial number(s) of the lands to be irrigated, the total irrigable acreage, the water user's name and contact information, and the takeout number for the headgate delivery. The water assignment form will confirm the acreage to be irrigated and the responsible person for placing orders for irrigation delivery. The Tribe's Land and Water Resources Department will coordinate the completion of water assignment forms by Tribal water users and make best efforts to deliver them to TCID before the beginning date of the irrigation season or as soon thereafter as practicable.

The Tribe's Land and Water Resources Department will deliver an electronic spreadsheet to TCID before the beginning of the irrigation season or as soon thereafter as practicable which: (i) identifies Reservation water orders by serial numbers; (ii) identifies movement of Reservation water rights within the Reservation by serial numbers; (iii) identifies State Engineer-approved transfers of Reservation water rights to off-reservation lands by serial numbers; (iv) identifies other transfers of Reservation water rights approved under applicable law (such as transfers to wetlands) by serial numbers; and (v) verifies that total Reservation water orders are within the Annual Allocation and do not exceed beneficial use limitations. The Tribe's Land and Water Resources Department will deliver an updated spreadsheet to TCID from time to time based on changes in Percent Water Supply Year, changes in place of use or delivery within the Reservation, or other changes in the spreadsheet. In accordance with Article 5.b, the Tribe's Resources Department may pool some or all water rights appurtenant to Reservation lands that will not be irrigated during the irrigation season and move them to lands that will be irrigated or to Reservation wetlands.

Tribal water users and the Tribe's Land and Water Resources Department will endeavor to limit in-season changes in place of use or delivery of water within the Reservation to the extent practicable consistent with the Reservation's Water Rights, full use of the Annual Allocation, and the transfer methodology described in Article 5.b.

d. Water Use for Other than Agricultural Irrigation or Wetlands

275 Before the Tribe begins ordering and use of water for beneficial uses other than agricultural
276 irrigation or wetlands, the Tribe and Reclamation will confer and determine how to account
277 for those uses as appropriate under OCAP.
278

279 e. Annual Meeting; Reservation Irrigation Season
280

281 The Tribe, TCID, Reclamation and BIA shall meet annually prior to the commencement of
282 the irrigation season to discuss water delivery requirements for the Reservation based on the
283 Reservation's Annual Entitlement and the tribal water assignment forms submitted (or
284 anticipated to be submitted) to TCID.
285

286 At the annual meeting and, to the extent necessary thereafter, the Tribe and TCID shall
287 consult to establish an agreed irrigation season for the Reservation, which shall be long
288 enough to accommodate delivery and beneficial use of the Reservation's Annual
289 Entitlement and which shall not be detrimental to the Reservation's Annual Allocation under
290 Article 4 or the transfer methodology described in Article 5.b. It is expected that the season
291 for the Reservation's irrigation and wetland water use will largely coincide with the season
292 for other Project water users as set by TCID except in certain water-short years when the
293 season for other Project water users will not accommodate full use of the Reservation's
294 Annual Entitlement. If the Tribe or TCID anticipate that the irrigation season for the
295 Reservation will be longer than the season for other Project water users, the Tribe and
296 TCID shall consult within 30 days before the end of the season for other Project water users to
297 establish a mechanism for delivery of water to the Reservation, including provisions for the
298 storage of water for subsequent delivery to the Reservation within the current irrigation season
299 (there is no carryover storage to the next irrigation season).
300

301 If the Tribe requests delivery of water to the Reservation before the commencement of the
302 season for other Project water users or more than two weeks after the end of the season for
303 other Project water users, system losses for such deliveries must be accounted for within the
304 Tribe's Annual Allocation so that total Reservation water use does not exceed the Annual
305 Allocation.
306

307
308 f. Delivery of Water to the Reservation
309

310 TCID shall deliver water to Reservation headgates as ordered by Tribal water users in
311 accordance with the water assignment forms during the irrigation season for the Reservation
312 established pursuant to Article 5.e or, in the absence of agreement between the Tribe and
313 TCID under Article 5.e, pursuant to Article 8. TCID shall provide sufficient notice to the
314 Tribe's Land and Water Resources Department prior to the scheduled conclusion of the
315 irrigation season for the Reservation so that Tribal water users may submit final irrigation
316 delivery orders for the proper delivery and beneficial use of any water balance remaining on a
317 water card or water delivery report.
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319 Reclamation shall strive to protect Reservation Water Rights and delivery of the Reservation's
320 Annual Entitlement under this MOA.

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g. O&M Charges

Annual payment of the O&M charges assessed by TCID for water-righted acres on the Reservation will be paid by the United States by July 1 of each year.

6. Water Delivery Accounting

For agricultural use, headgate deliveries will be based on the number of acres to be irrigated as listed on the water assignment forms, which shall not exceed irrigable acreage as identified in the GIS fields layer and agreed upon by the Tribe and Reclamation. To clarify the point, a ten-acre water-righted parcel with an eight-acre field and two acres of ditches, roads and a house would have a maximum valid headgate delivery of eight acres times 3.5 AF/ac or 28AF. The water rights associated with the two acres that are incapable of being irrigated may be transferred to another area where beneficial use can be made as provided in Article 5.b.

The Tribe's Land and Water Resources Department will verify all acres to be irrigated as listed on the water assignment forms completed by Tribal water users against the GIS database for irrigability. In the event of a dispute about irrigable acreage, the Tribe will consult with TCID, Reclamation and BIA to resolve it. In general, water deliveries to Reservation water users shall be measured on the Project Works defined in the GIS layer with the goal of measuring the quantity of water actually delivered to the Tribal water user's field.

Upon the Tribe's request, TCID shall provide the Tribe with access to flow data from its gages and meters for the purpose of verifying deliveries of water to Reservation water users. In addition, the Tribe and TCID may meet monthly during the irrigation season to review TCID's flow data and discuss any water delivery accounting issues. If at any time the Tribe determines that TCID's flow data are inconsistent with flow data or other information collected by the Tribe, representatives of TCID, the Tribe, BIA, and Reclamation shall promptly meet and attempt to resolve any such inconsistency. If the parties are unable to resolve the inconsistency, Reclamation shall make a determination of the amount of water that was actually delivered to Tribal water users based on the best available data.

7. Maintenance of Project Works within the Boundaries of the Reservation

Under the current O&M Contract or any future O&M contract, TCID is, or will be, required to operate and maintain Project Works within the boundaries of the Reservation. If TCID and Reclamation are unable to agree on whether an on-Reservation facility should be identified as a Project Work, the matter shall be resolved pursuant to the current O&M Contract or any future O&M contract. In particular, Reclamation shall proceed in close consultation with the Tribe.

The Tribe's Land and Water Resources Department will notify TCID, Reclamation and BIA of identified Project Works that require maintenance, betterment, or replacement. If a Project Work is identified as requiring maintenance, betterment, or replacement, it shall be TCID's responsibility to maintain, improve, or replace the structure in a timely and effective manner. TCID shall maintain and share with the Tribe an updated spreadsheet documenting maintenance,

367 betterment or replacement requests by the Tribe, when such requests were made, and what
368 actions TCID has taken in response to such requests.

369
370 Except in the case of an emergency situation requiring an immediate response, TCID shall
371 provide the Tribe's Land and Water Resources Director with advance notice of any maintenance
372 or construction activity by TCID on the Reservation. Such notice shall be reasonably calculated
373 to allow Tribal representatives to be present during the on-Reservation activity. If there is an
374 emergency situation requiring immediate response, TCID shall inform the Tribe of the situation
375 and immediately complete the work to resolve the emergency.

376
377 Reclamation and BIA will work with the Tribe to identify supplemental funding sources that
378 may be utilized to enhance or improve irrigation water delivery on or to the Reservation.

379
380 Nothing in this MOA shall preclude the Tribe from submitting a proposal to operate and/or
381 maintain Project Works within the boundaries of the Reservation, either through the formation of
382 a Tribal irrigation district or through another mechanism. In the event the Tribe expresses
383 interest in developing such a proposal, Reclamation and BIA will work with the Tribe to assist it
384 in formulating and submitting the proposal.

385
386 It is understood by Reclamation, BIA, TCID, and the Tribe that the United States did not seek
387 recoupment from the Tribe in its recoupment lawsuit against TCID, that the Tribe is not liable
388 for repayment of the recoupment judgement under the terms of that judgment, and that TCID's
389 compliance with repayment of the recoupment judgement shall be consistent with court orders
390 existing now and any future orders that may occur. As movement and/or changes in the
391 recoupment case are anticipated or occur, Reclamation and BIA will work with the Tribe.
392 During the annual meeting required in Article 4.d above, the parties will discuss all actions taken
393 or to be taken by TCID to comply with orders in the recoupment litigation, including any annual
394 recoupment plan and their impacts, if any, on the Tribe.

395
396 8. Resolution of Disputes

397
398 If the Tribe and TCID are unable to agree on: (1) the irrigation season for the Reservation;(2) the
399 Tribe's requests for in-season storage of water for or delivery of water to the Reservation; or (3)
400 Operation or Maintenance within the Reservation, the Tribe may request that Reclamation
401 establish the irrigation season for the Reservation, direct TCID to store water in season for or
402 deliver water to the Reservation, or direct TCID to provide the requested Operation or
403 Maintenance. Upon receipt of such a request, Reclamation shall consult immediately with the
404 Tribe, BIA and TCID and shall approve the request if it is in accordance with all applicable laws,
405 rules, regulations and agreements. TCID shall honor all such approved requests in a timely
406 manner. If TCID subsequently disputes an approved request on the grounds that it unlawfully
407 impacts other Project water users, is otherwise inconsistent with applicable law, regulations, rules
408 and agreements, or that the approved request
409 results in additional costs to TCID, over and above those incurred as part of the current
410 annual operating plan and compensation for any additional costs has not been satisfactorily
411 agreed upon, the matters shall be resolved in accordance with the O&M contract.

412 If the Parties are unable to resolve a matter arising under or relating to the MOA through
413 consultation, the Parties shall provide to each other a written explanation of their position on the
414 matter and the bases for it within seven days after the conclusion of consultation.
415

416 9. Other
417

418 TCID may institute additional policies for the Reservation as may be needed to properly
419 administer and deliver the water rights to the Reservation in accordance with this MOA. TCID
420 policies necessary for the proper administration and delivery of water to the Reservation must
421 accommodate delivery and beneficial use of all water to which the Reservation is entitled, and
422 cannot be detrimental to the water right allocation and on-Reservation transfer methodology
423 described above. Changes in TCID Reservation policies, including cut-off dates for transfers
424 between sending and receiving areas, should be made in consultation with the Tribe.
425

426 10. Communication/Coordination
427

428 All notices required to be sent under this MOA shall be sent to the following:
429

430 To the Tribe:

431 Director, Land and Water Resources Department
432 Fallon Paiute-Shoshone Tribe
433 8820 Mission Road
434 Fallon, NV 89406
435

436 To TCID:

437 District Manager
438 Truckee-Carson Irrigation District
439 2666 Harrigan Road
440 Fallon, NV 89406
441

442 To Reclamation:

443 Area Manager
444 Lahontan Basin Area Office
445 Bureau of Reclamation
446 705 N. Plaza Street, Room 320
447 Carson City, NV 89701
448

449 To BIA:

450 Supervisory Water Rights Specialist
451 Western Regional Office
452 Bureau of Indian Affairs
453 2600 N. Central Avenue
454 Phoenix, AZ 85004
455

456 11. Effective Date; Termination; Amendments
457

458 This MOA shall be effective when signed by all parties and shall remain in effect unless
459 amended by written agreement of all parties.

Memorandum of Agreement Regarding the Delivery and Use of Newlands Project Water on the
Fallon Indian Reservation

SIGNATORY PARTY

FALLON PAIUTE-SHOSHONE TRIBE

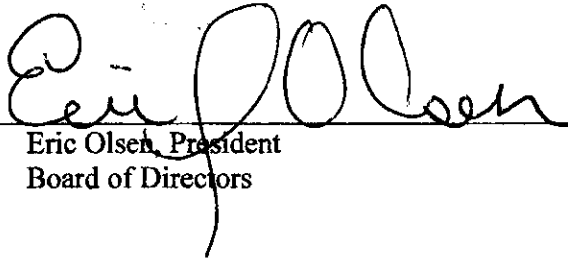
By  _____
Len George, Chairman

Date: 09/24/2020

Memorandum of Agreement Regarding the Delivery and Use of Newlands Project Water on the
Fallon Indian Reservation

SIGNATORY PARTY

TRUCKEE-CARSON IRRIGATION DISTRICT

By:  _____
Eric Olsen, President
Board of Directors

Date: 10-26-20

Memorandum of Agreement Regarding the Delivery and Use of Newlands Project Water on the
Fallon Indian Reservation

SIGNATORY PARTY

BUREAU OF RECLAMATION

By: Ernest Conant Digitally signed by Ernest Conant
Date: 2020.11.03 06:42:09 -08'00'
Ernest A. Conant, Regional Director
Interior Region 10: California-Great Basin

Date: _____

Memorandum of Agreement Regarding the Delivery and Use of Newlands Project Water on the
Fallon Indian Reservation

SIGNATORY PARTY

BUREAU OF INDIAN AFFAIRS

By: **BRYAN**
BOWKER
Bryan Bowker, Regional Director
BLA, Western Region

Digitally signed by
BRYAN BOWKER
Date: 2020.10.29
11:09:31 -07'00'

Date: _____

Exhibit A
Reservation Water Rights

When the Settlement Act was enacted, the Reservation contained 5,440.3 acres with perpetual, paid-up water rights. A water certificate for 4,640 acres within the Reservation had been issued by Reclamation in 1908 (Certificate No. 01196), and a water certificate for an additional 800.3 acres within the Reservation had been issued by Reclamation in 1926 (Certificate No. 908).

The Tribe acquired another 30.1 water-righted acres under Sections 102(C)(1)(e) and 103(A) of the Settlement Act, bringing the total water-righted acreage under the two certificates and subsequent acquisition to 5,470.4 acres (4,640 + 800.3 + 30.1 = 5,470.4).

In accordance with the decree in *United States v. Alpine Land and Reservoir Co., et al.*, the water duty for these lands is 3.5 AF per acre. Accordingly, the water rights appurtenant to these lands total 19,146.4 AF (5,470.4 x 3.5 = 19,146.4).

At present, the Reservation also contains 468.18 water-righted acres with an entitlement of 2.99 AF of water per acre (based on the allowable transfer amount under the *Alpine Decree*). The water rights appurtenant to these lands total 1,399.86 AF (468.18 x 2.99 = 1,399.86). These water rights were acquired by the Secretary and transferred to Reservation wetlands pursuant to Section 206(a) of P.L. 101-618. At present, these water rights may be used for wetlands purposes only.

In total, the Reservation currently contains 5,938.58 water-righted acres (5,470.4 + 468.18 = 5,938.58).

Reservation Water Rights					
Date	Description	Acres	Duty per af	Acre-feet (af)	Held in Trust
1908	Reclamation Certificate No. 01196	4,640.00	3.50	16,240.00	Yes
1926	Reclamation Certificate No. 908	800.30	3.50	2,801.05	Yes
6/09/1997	Fox Peak Property purchased by the Tribe	30.10	3.50	105.35	Yes
Post 1997 OCAP	Purchased by Secretary of Interior for wetlands purposes only	468.18	2.99	1,399.86	Assumed
	Totals	5,938.58		20,546.26	

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Exhibit B
Water Use Cap

Water Use Cap means the cap on the annual use of water on the Reservation established in the Settlement Act.

Section 103(C)(1) of the Settlement Act set the annual use cap at the sum of: (1) 10,587.5 AF, based on the water required to serve the Reservation's lands that were served by irrigation facilities at the time of enactment; plus (2) the quantum of active water rights added to the Reservation; plus (3) water rights which are acquired by the Secretary and exercised to benefit Reservation wetlands.

Thus, the equation for determining the Water Use Cap is: (10,587.5 AF + acquired water rights added to the Reservation + acquired watterights for Reservation wetlands.

Since the enactment of the Settlement Act, the Tribe has acquired an additional 30.1 acres with active water rights (totaling 105.35 AF per year), which have been added to the Reservation under Section 103(A) of the Act.

Since the enactment of the Settlement Act, the Secretary has acquired 468.18 water-righted acres and transferred 2.99 AF per acre of appurtenant water rights (totaling 1,399.86 AF per year) to the Reservation's wetlands.

The current annual water use cap on the Reservation is 12,092.71 AF:

$$10,587.5 \text{ AF} + 105.35 \text{ AF} + 1,399.86 \text{ AF} = 12,092.71 \text{ AF}.$$

**Protocol for Native American Graves Protection
And Repatriation Act of 1990 (NAGPRA)
Inadvertent Discoveries on Federal Land**

When human remains are discovered on Reclamation land, the following steps will be taken:

- Cease all activity, until authorized to proceed by the Contracting Officer. Do not touch or disturb the remains, objects, or surrounding area in any way unless otherwise instructed.
- If the human remains are not skeletal, appear to be from a potentially modern context or context cannot be determined, then:
 - Contact the appropriate law enforcement officials. Law enforcement personnel are responsible for the disposition of recent human remains in criminal cases that are **not** linked to cultural resources violations.
- If the human remains are skeletal and appear to be from an archaeological context:
 - Contact the Contracting Officer at (775) 882-3436 immediately and Reclamation staff will initiate NAGPRA protocol.
 - Try to protect in place such discoveries without disturbing them or the area around them (i.e. lightly cover with foliage or brush). You may be in an archaeological site so do not disturb the soil around the discovery.
 - Ideally, a Global Positioning System point of the discovery location should be taken. If this is not possible, mark the location on a topographic map and take a photograph of the area around the discovery (but not of the remains) as this may help to relocate the remains later.
 - Do not photograph the remains unless otherwise instructed. The discovery should be kept confidential and treated as sensitive information. Discuss the discovery with law enforcement or Reclamation officials only. Under no circumstances should information about the discovery be relayed to the media or on social media.
 - Do not walk or drive over the discovery area. Try to back out using the same tracks you came in on.
 - Provide a summary of the discovery to the Contracting Officer within 24 hours. It should include the name of the person who discovered the remains, the date of discovery, how the discovery was made, and any other pertinent information about the circumstances surrounding the discovery.

CONTRACTUAL REQUIREMENTS

Date	Party	Reference	Requirement
Per OCAP	District	15.(c)	OCAP Reporting
February 1	District	6.(d)	Standard Operating Procedures
February 1	District	6.(d)	Emergency Action Plans
February 1	District	6.(d)	Emergency Management Plans
March 1 – first draft June 30 – final draft	District	6.(e)	3-Year OM&R Work Forecast
September 30	District	10.(f)	Emergency Reserve Fund Statement
September 30	District	16.(b)	Water Conservation Fund Report/Statement
December 1	U.S.	17.(b)	Administrative Costs Report
December 31	U.S.	12.(d)	Annual Accounting of Subsection I Revenues
December 31	District	17.(c)	Administrative Costs Advance Payment
December 31	District	6.(c)	Annual Accomplishments Report
December 31	District	9.(a), 29	Financial Review/Audit
30 days from date of receipt	District	12.(c)	Payment to the U.S. of revenues received from power generation from Old Lahontan Power Plant
Every 5 years, from effective date of contract, by March 1	District	6.(b)	5-Year Strategic Plan Update
Every 5 years, from effective date of contract, by April 1	U.S.	6.(f)	Fund and Rate Review
Optional	U.S.	15.(d)	BOR Water Measurement Audit

Details for contractual requirements (alphabetized)

3-Year OM&R Work Forecast (District)

A comprehensive 3-year OM&R funding plan and documentation of anticipated activities shall be included in this report in the format provided in Exhibit H.

5-Year Strategic Plan Update (District)

Once every five (5) years the District will update/revise a 5-year plan, using the template provided in Exhibit H, that covers at a minimum water conservation, facility reliability, and water delivery reporting. The 5-year plan will contain high-level goal definitions for each of the three (3) areas identified above and other areas as necessary for the safe, reliable, efficient and transparent operation of the Project. Each high-level goal will be further defined with 5-7 objectives that are specific, measurable, achievable by a specified date, and will make progress towards reaching the goal. Barriers and/or critical success factors to completing the objectives will be identified and strategies to overcome barriers and or maintain critical success factors will be developed.

Administrative Costs Advance Payment (District)

The District shall advance funds to cover administrative costs incurred by the United States to perform activities necessary to implement the provisions of the Contract.

Administrative Costs Report (U.S.)

The Contracting Officer shall provide to the District a total of the administrative costs expended for the previous federal fiscal year and the total amount due for the next year's administrative costs.

Annual Accomplishments Report (District)

The District shall provide a report of the District's accomplishments on the tasks detailed in the strategy implementation plans that were scheduled for completion during the District's previous fiscal year. Any deliverable identified in the reporting year's strategy implementation plan must be included in the Accomplishment Report. Also included in this report are those items completed as detailed in the OM&R Work Forecast for the District's fiscal year ended the previous June 30th. This report will be completed in accordance with the template provided in Exhibit H.

Annual Accounting of Subsection I Revenues (U.S.)

The Contracting Officer shall provide a detailed accounting of Subsection I revenues received from the use of Project land and Project Works, all related expenses, and the manner in which the net profits have been credited.

BOR Water Measurement Audit (U.S.)

The Contracting Officer may audit the District's water measurement program to ensure the accuracy of measurement and that the goals for water conservation are being achieved.

Emergency Action Plan (District)

The Emergency Action Plan (EAP) is a formal document that identifies potential emergency conditions at all high and significant hazard dams and specifies actions to be followed to minimize loss of life and property damage. The EAP describes actions the District will take to moderate or alleviate a problem at the dam, as well as actions the District, in coordination with emergency management authorities, will take to respond to incidents or emergencies related to the dam. This plan is to be updated and exercises are to be conducted on a schedule defined by the Contracting Officer.

Emergency Management Plan (District)

The Emergency Management Plan (EMP) describes the actions the District will take to moderate or alleviate an uncontrolled release of water from the canal as well as actions the District, in coordination with emergency management authorities, will take to respond to incidents or failures related to the canal. An incident is an uncontrolled release of water from a canal regardless of the cause; including adverse seepage conditions and other near failure events. This plan is to be updated and exercises are to be conducted on a schedule defined by the Contracting Officer.

Emergency Reserve Fund Statement (District)

The District shall provide a current statement of the principal and accumulated interest of the emergency reserve fund account.

Financial Review/Audit (District)

The District shall hire an independent Certified Public Accountant (CPA) to conduct an annual review of all of its accounts and a full audit must be conducted every fifth year beginning in 2026. The findings from the reviews and the audits will be provided to Reclamation.

Fund and Rate Review (U.S.)

The Contracting Officer shall review the rate of accumulation and/or total fund amounts required for the emergency reserve fund and water conservation fund. If the strategies from the previous five-year strategic plan were clearly and demonstrably implemented and anticipated results are observed, the Contracting Officer may reduce the accumulation rates and/or fund totals. If progress towards achieving goals and objectives ceases, the Contracting Officer may increase the accumulation rates and/or fund totals.

OCAP Reporting (District)

The District shall report water deliveries and diversions in the frequency outlined in the then-current OCAP.

Payment to the U.S. of revenues received from power generation from Old Lahontan Power Plant (District)

The District shall provide payment to Reclamation within thirty (30) days of receipt of revenues received as a result of power generation from the operation of the Old Lahontan Power Plant, without deduction for any charge, claim, or expense experienced by the District. The District must also include a copy of the accounting detail as provided by the power purchasing entity.

Standard Operating Procedures (District)

Standard Operating Procedures (SOP) define the operations of the Project and shall be updated annually. The OM&R of the Transferred Works shall be in accordance with the written SOPs. Measurement and reporting of water deliveries shall be in accordance with the Measuring and Gaging SOP. The District shall review the SOPs annually and provide written revisions to the Contracting Officer for review and acceptance.

Strategy Implementation Plans (District)

Implementation plans are to be developed for each strategy from the 5-year strategic plan using the template provided in Exhibit H.

Water Conservation Fund Report/Statement (District)

This report shall account for disbursement of water conservation funds for the purchase, installation or other transactions pertaining to conservation measures, particularly water measuring devices. The report shall detail the revenues and expenses to and from the water conservation fund. The water conservation fund report shall be submitted in the format provided in Exhibit H. The District shall also provide a current statement of the principal and accumulated interest of the water conservation fund account.

Report Formats and Templates

1. Strategy Implementation Plan
2. 3-Year OM&R Work Forecast
3. Water Conservation Fund Report/Statement
4. Annual Accomplishments Report
5. 5-Year Strategic Plan

OVERVIEW:

Goal Area	Strategy	Owner

- C – Consulted: Those whose opinions or input are sought in the process or its execution.
- A – Approves: Those whose approval must be received at specified milestones in the process.
- P – Participates: Those who are directly engaged in the work to complete the task.
- R – Responsible: The one ultimately accountable for overseeing the process and addressing barriers to delivery.
 *(There can be only ONE R per process/project plan)
- I – Informed: Those who need to be informed of progress, issues, impact, decisions etc.

Total Hours:
Total Cost:
Completion Date/Frequency:

Due	Process		Resources		Partners				
	Task	Funding Source	Deliverable		C	A	P	R	I

3-6-9-12

Month	Deliverable(s)	Date Completed	Date Accepted

Truckee-Carson Irrigation District 3-Year OM&R Work Forecast

Objective: Submit a comprehensive 3-year OM&R Work Forecast which details anticipated activities and the funding source for each activity.

3-year OM&R Work Forecast Template:

- Year 1 of the Forecast
 - First table provides a summary of proposed conservation, project improvements, Review of Operation and Maintenance (RO&M) recommendations, Major Rehab and Rehabilitation (MR&R) projects, and cost estimates for the year. This table is also used in the following year to note completion of planned projects.
 - Proposed project improvements
 - Complete a detailed project table for each project
 - Proposed RO&M Recommendations
 - Complete a detailed project table for each project
 - Proposed MR&R Projects
 - Complete a detailed project table for each project
- Year 2 of Forecast (same tables)
- Year 3 of Forecast (same tables)

TRUCKEE-CARSON IRRIGATION DISTRICT
3-Year OM&R Work Forecast
Forecasted OM&R for July xxxx through June xxxx

Year 1: 20xx-xx OM&R Work Forecast

OM&R Budget for 20xx-xx: \$x,xxx,xxx					
1. Proposed Water Conservation Projects					
	Project	Cost Estimate	Measures new volume of water	Does not measure new volume of water	Completed: Yes or No
A	Fish & Wildlife Bypass Canal: Install Flo-Dar Meter	\$16,000			
B	L1-9: Install Flo-Dar Meter	\$16,000			
C	A4-C7: Install Flo-Dar Meter	\$16,000			
D	A1-C5: Install Flo-Dar Meter	\$16,000			
E	V4-C7: Install Flo-Dar Meter	\$16,000			
F	V4-C7: Install Flo-Dar Meter	\$16,000			
G	D1-C4: Install Flo-Dar Meter	\$16,000			
H	L4-C8: Install Flo-Dar Meter	\$16,000			
I	S17-B: Install Flo-Dar Meter	\$16,000			
J	S6-T15/S6-Midline: Install Flo-Dar Meter	\$20,000			
K	T-T55: Install Automation and New Meter	\$50,000			
L	S6 Head Works: Abandon and Replace Meter	\$20,000			
	Total Cost Estimate	\$xxx,xxx			
2. Proposed Project Improvements					
	Project	Cost Estimate	General Fund	Conservation Fund	Completed: Yes or No
A	D-Line: Take-Out Structure	\$ 13,569	X		
B	E-1 By-Pass	\$ 37,697	X		
C	Hetland Take-outs	\$ 14,059	X		
D	Oakden Crossing	\$ 14,294	X		
E	R-7 Check	\$ 12,900	X		
F	S-6 Head Meter	\$ 5,902		X	
G	S-6-T15 Meter	\$ 19,109		X	
H	Truckee Lane Culvert	\$ 18,642	X		
I	T-T55 Spill	\$ 15,440		X	
J	Wadsworth Take-outs	\$ 20,430	X		
K	Yost Take-out	\$ 13,939	X		
	Total Cost Estimate	\$ xxx,xxx			
3. Proposed RO&M Recommendations					
	Project	Cost Estimate	General Fund	Conservation Fund	Completed: Yes or No
A	Project Title	\$ xx,xxx			
B	Project Title	\$ xx,xxx			
C	Project Title	\$ xx,xxx			
D	Project Title	\$ xx,xxx			

	Total Cost Estimate	\$ xxx,xxx			
4. Proposed MR&R Projects					
	Project	Cost Estimate	General Fund	Conservation Fund	Completed: Yes or No
A	Project Title	\$ xx,xxx			
B	Project Title	\$ xx,xxx			
	Total Cost Estimate	\$ xxx,xxx			
Cost Summary					
	General fund subtotal	\$ xxx,xxx			
	Water conservation fund subtotal	\$ xxx,xxx			
	NEPA costs (approximate) ¹	\$ 15,000			
	Total planned expenditures	\$ x,xxx,xxx			

1. 20xx-xx Proposed Water Conservation Projects

A. Albaugh Takeout Project

Newlands Project Feature	D-Line Canal
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Provide more efficient irrigation
Work Proposed	Install new takeout- refurbish concrete liner
Funding Source	General Fund- Owner Paid Materials
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours- \$4,800
Concrete Crew Cost Estimate	32 Hours- \$6,720
Concrete Cost Estimate	8 Cubic Yards- \$824
Rebar Cost Estimate	100 Lbs- \$100
48" ADS Pipe Cost Estimate	40 Lf- Paid
Rip Rap Cost Estimate	10 Cubic Yards- \$150
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	\$315
Construction Contingency (5%)	\$630
Total Cost Estimate	\$13,539

B. E-1 Lateral By-Pass Project

Newlands Project Feature	E-Line
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Feed E1 Lat from A6 bypassing Sheckler Res.
Work Proposed	Install 48" RCP- Pour New Headwall
Funding Source	General Fund
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	40 Hours- \$12,000

¹ Approximation of NEPA costs: 1-10 projects = \$10,000; 11-20 projects = \$15,000; 20+ projects = \$20,000

Concrete Crew Cost Estimate	24 Hours- \$5,040
Concrete Cost Estimate	10 Cubic Yards- \$1,030
Rebar Cost Estimate	200 Lbs- \$200
Concrete Pipe Cost Estimate	13 Pieces- \$8,710
Rip Rap Cost Estimate	20 Cubic Yards- \$300
Equipment Rental Cost Estimate	5 Days- \$5,500
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (5%)	\$1,639
Construction Contingency (10%)	\$3,278
Total Cost Estimate	\$37,697

C. Hetland Takeouts Project

Newlands Project Feature	A6 Lateral
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Provide Water User w/ access to delivery points
Work Proposed	Install two new takeouts
Funding Source	General Fund- Owner Paid Materials
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours- \$4,800
Concrete Crew Cost Estimate	32 Hours- \$6,720
Concrete Cost Estimate	5 Cubic Yards- \$515
Rebar Cost Estimate	100 Lbs- \$100
24" ADS Pipe Cost Estimate	40 Lf- \$760
Rip Rap Cost Estimate	20 Cubic Yards- \$300
Removal costs	\$x,xxx
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	\$288
Construction Contingency (5%)	\$576
Total Cost Estimate	\$14,059

D. Oakden Crossing Project

Newlands Project Feature	S5-T3 Lateral
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Remove and Replace Broken Culvert Pipe
Work Proposed	Remove Old Pipe- Replace w/ 24" ADS- Install new gates
Funding Source	General Fund
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours- \$4,800
Concrete Crew Cost Estimate	24 Hours- \$5,040
Concrete Cost Estimate	3 Cubic Yards- \$309
24" ADS Pipe Cost Estimate	120 Lf- \$2,280
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (5%)	\$622
Construction Contingency (10%)	\$1,243
Total Cost Estimate	\$14,294

E. R7 Check Project

Newlands Project Feature	R7-C4 Lateral
--------------------------	---------------

Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Keep canal from running over structure
Work Proposed	Remove and Replace
Funding Source	General Fund
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours- \$4,800
Concrete Crew Cost Estimate	24 Hours- \$5,040
Concrete Cost Estimate	5 Cubic Yards- \$515
Rebar Cost Estimate	100 Lb- \$100
Rip Rap Cost Estimate	10 Cubic Yard- \$150
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (0%)	\$0
Construction Contingency (5%)	\$615
Total Cost Estimate	\$12,900

F. S6 Head Meter Project

Newlands Project Feature	S6 Lateral
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Prevent Submerging Meter Ramp
Work Proposed	Remove existing ramp- install Flo-Dar Meter
Funding Source	Conservation Fund
Consequence of No Funding	Be specific
Concrete Crew Cost Estimate	24 Hours- \$5,040
Concrete Cost Estimate	2 Cubic Yards- \$206
Welder Cost Estimate	8 Hours- \$656
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (0%)	\$0
Construction Contingency (0%)	\$615
Total Cost Estimate	\$5,902

G. S6-T15 Meter Project

Newlands Project Feature	S6 T15 Lateral
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	New Meter for Measurement
Work Proposed	Install concrete rube structure and all hardware needed for device
Funding Source	Conservation Fund
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours-\$ 4,800
Concrete Crew Cost Estimate	40 Hours- \$8,400
Concrete Cost Estimate	20 Cubic Yards- \$2,060
Rebar Cost Estimate	400 Lbs- \$400
Rip Rap Cost Estimate	20 Cubic Yards- \$300
Welder Cost Estimate	8 Hours- \$656
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (5%)	\$831
Construction Contingency (10%)	\$1,662
Total Cost Estimate	\$19,109

H. Truckee Lane Project

Newlands Project Feature	TC1
Project Engineer	Lumos Engineering
Project Supervisor	Cody Biggs
Purpose	Remove and Replace existing culvert to widen road way
Work Proposed	Remove existing culver and replace with ADS pipe. Install headwalls
Funding Source	General Fund
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	24 Hours-\$ 7,200
Concrete Crew Cost Estimate	32 Hours- \$6,720
Concrete Cost Estimate	10 Cubic Yards- \$1,030
Rebar Cost Estimate	200 Lbs- \$200
Rip Rap Cost Estimate	20 Cubic Yards- \$300
ADS Pipe (24") Cost Estimate	40 Lf- \$760
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (10%)	\$1,621
Construction Contingency (5%)	\$811
Total Cost Estimate	\$18,642

I. T-T55 Project

Newlands Project Feature	T-Line Spill
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Automate & Measure Spill water to Sagouspi Res.
Work Proposed	Build gate pillars and install new gate
Funding Source	Conservation
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours-\$ 4,800
Concrete Crew Cost Estimate	24 Hours- \$5,040
Concrete Cost Estimate	10 Cubic Yards- \$1,030
Rebar Cost Estimate	200 Lbs- \$200
Rip Rap Cost Estimate	10 Cubic Yards- \$150
Welder Cost Estimate	8 Hours -\$656
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (10%)	\$1,188
Construction Contingency (20%)	\$2,376
Total Cost Estimate	\$15,440

J. Wadsworth Take Outs Project

Newlands Project Feature	S6-2- Lateral
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Eliminate Private Ditch
Work Proposed	Build new check structure and two new takeout structures- remove existing
Funding Source	General Fund- Owner Paid Materials
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours-\$ 4,800
Concrete Crew Cost Estimate	48 Hours- \$10,080
Concrete Cost Estimate	20 Cubic Yards- \$2,060
Rebar Cost Estimate	405 Lbs- \$405
Rip Rap Cost Estimate	20 Cubic Yards- \$300

NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	\$475
Construction Contingency (5%)	\$950
Total Cost Estimate	\$20,430

K. Yost Take Out Project

Newlands Project Feature	A-Line Canal
Project Engineer	Honeycomb Engineering
Project Supervisor	Cody Biggs
Purpose	Provide more efficient usage through A-line as opposed to V4 takeout
Work Proposed	Abandon Existing takeout (V4) and install new one on A-Line
Funding Source	General Fund- Owner Paid Materials
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	16 Hours-\$ 4,800
Concrete Crew Cost Estimate	32 Hours- \$6,720
Concrete Cost Estimate	5 Cubic Yards- \$515
Rebar Cost Estimate	100 Lbs- \$100
Rip Rap Cost Estimate	10 Cubic Yards- \$1500
36" ADS Pipe Cost Estimate	20 Lf- \$680
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	\$325
Construction Contingency (5%)	\$649
Total Cost Estimate	\$13,939

2. 20xx-xx Proposed RO&M Recommendations

A. RO&M# _____

Newlands Project Feature	
Project Engineer	
Project Supervisor	
Purpose	
Work Proposed	
Funding Source	
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	
Concrete Crew Cost Estimate	
Concrete Cost Estimate	
Rebar Cost Estimate	
48" ADS Pipe Cost Estimate	
Rip Rap Cost Estimate	
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	
Construction Contingency (5%)	
Total Cost Estimate	

B. RO&M# _____

Newlands Project Feature	
Project Engineer	
Project Supervisor	

Purpose	
Work Proposed	
Funding Source	
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	
Concrete Crew Cost Estimate	
Concrete Cost Estimate	
Rebar Cost Estimate	
48" ADS Pipe Cost Estimate	
Rip Rap Cost Estimate	
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	
Construction Contingency (5%)	
Total Cost Estimate	

C. RO&M# _____

Newlands Project Feature	
Project Engineer	
Project Supervisor	
Purpose	
Work Proposed	
Funding Source	
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	
Concrete Crew Cost Estimate	
Concrete Cost Estimate	
Rebar Cost Estimate	
48" ADS Pipe Cost Estimate	
Rip Rap Cost Estimate	
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	
Construction Contingency (5%)	
Total Cost Estimate	

3. 20xx-xx Proposed MR&R Projects

A. Project Title

Newlands Project Feature	
Project Engineer	
Project Supervisor	
Purpose	
Work Proposed	
Funding Source	
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	
Concrete Crew Cost Estimate	
Concrete Cost Estimate	
Rebar Cost Estimate	
48" ADS Pipe Cost Estimate	

Rip Rap Cost Estimate	
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	
Construction Contingency (5%)	
Total Cost Estimate	

B. Project Title

Newlands Project Feature	
Project Engineer	
Project Supervisor	
Purpose	
Work Proposed	
Funding Source	
Consequence of No Funding	Be specific
Excavation Crew Cost Estimate	
Concrete Crew Cost Estimate	
Concrete Cost Estimate	
Rebar Cost Estimate	
48" ADS Pipe Cost Estimate	
Rip Rap Cost Estimate	
NEPA Required	Yes or No (BOR to determine)
Proposed construction start date (MM/YY)	
Design Cost Estimate (2.5%)	
Construction Contingency (5%)	
Total Cost Estimate	

Year 2: 20xx-xx OM&R Work Forecast

Provide same information as first year for Proposed Water Conservation Projects, Proposed Project Improvements, Proposed RO&M Recommendation Projects, and Proposed MR&R Projects.

Year 3: 20xx-xx OM&R Work Forecast

Provide same information as first year for Proposed Water Conservation Projects, Proposed Project Improvements, Proposed RO&M Recommendation Projects, and Proposed MR&R Projects.

Water Conservation Fund Report Template
Due annually on September 30

Objectives of the Report:

This report shall account for disbursement of water conservation funds (Fund) for the purchase, installation or other transactions pertaining to conservation measures, particularly water measuring devices. The report shall detail the revenues and expenses to and from the Fund.

Required Content:

1. Summary sheet accounting for all revenue to the Fund and all expenses allocated to the Fund
2. Narrative description of the Fund-related functions of each District employee whose time was charged to the Fund
3. Narrative description of how labor, labor overhead, and administrative overhead are calculated
4. Narrative description of Fund activities undertaken by the District
5. List of all work orders
 - a. Work order title
 - i. Purpose/nature of work
 - ii. Location
 - iii. Specific activities
 - iv. New volume of water to be measured
 - v. Charges to Fund
 1. Labor
 2. Labor overhead
 3. Equipment purchase and rental
 4. Materials, services and supplies
 5. Meter cost
6. Narrative description of Fund activities undertaken by District contractors (including Irrigation Training and Research Center, California Polytechnic State University)
7. Document the total amount of revenues received by the District for the District's fiscal year and the corresponding 12% deposit into the Fund
8. Fund's separate Bank Statement for the period ending September 30th
9. Attach annual update to the TCID Newlands Gage Inventory spreadsheet

TRUCKEE-CARSON IRRIGATION DISTRICT
Annual Accomplishments Report
July xxxx – June xxxx

Location, Project Description, and Completion of Forecasted OM&R

Water Conservation Projects				
Project	Actual Cost	Measures new volume of water	Does not measure new volume of water	Completed: Yes or No
Project	\$16,000	X		Yes
Project	\$16,000	X		Yes
Project	\$16,000	X		Yes
Project	\$16,000	X		Yes
Project	\$16,000	X		Yes
Total Cost	\$xxx,xxx			
Project Improvements				
Project	Actual Cost	General Fund	Conservation Fund	Completed: Yes or No
A Project	\$ 13,569	X		Yes
B Project	\$ 37,697	X		Yes
C Project	\$ 14,059	X		Yes
D Project	\$ 14,294	X		Yes
E Project	\$ 12,900	X		Yes
F Project	\$ 5,902		X	No
G Project	\$ 19,109		X	Yes
H Project	\$ 18,642	X		Yes
I Project	\$ 15,440		X	Yes
J Project	\$ 20,430	X		Yes
K Project	\$ 13,939	X		No
Total Cost	\$ xxx,xxx			
Review of Operations & Maintenance (RO&M) Recommendations				
Project	Actual Cost	General Fund	Conservation Fund	Completed: Yes or No
A Project Title	\$ xx,xxx	X		
B Project Title	\$ xx,xxx	X		
C Project Title	\$ xx,xxx	X		
D Project Title	\$ xx,xxx	X		
Total Cost Estimate	\$ xxx,xxx			
Major Rehab and Rehabilitation (MR&R) Projects				
Project	Actual Cost	General Fund	Conservation Fund	Completed: Yes or No
A Project Title	\$ xx,xxx	X		
B Project Title	\$ xx,xxx	X		
Total Actual Cost	\$ xxx,xxx			

	General fund subtotal	\$ xxx,xxx			
	Water conservation fund subtotal	\$ xxx,xxx			
	NEPA costs	\$ 15,000			
	Total expenditures	\$ x,xxx,xxx			

Please include the strategy implementation plan and the deliverables during this period.

Strategic Plan

Introduction

Vision

The Newlands Project has a new and improved infrastructure with a state-of-the-art efficient distribution system to safely maximize the use of available water supply and decrease risk to our communities, resulting in project sustainability and positive stakeholder involvement.

Mission

We collaborate to serve the communities within the Newlands Project by maintaining the conveyance system and maximizing available water supply for all beneficiaries of the Project and its stakeholders.

Operational (Baseline) Activities:

Water Operations: Work associated with scheduling and conveyance of water for delivery to the end user. This includes river and water supply forecasting, water diversions in accordance with Water Master calls, maintenance of emergency action plans and emergency management plans, and standard operating procedures.

Facility Maintenance: Work associated with maintaining water storage and conveyance facilities including regularly scheduled maintenance and security, regular reviews and response to those reviews, maintenance and security of supervisory control and data acquisition (SCADA) systems and safety of dams reporting.

Hydropower Facility Operations and Maintenance: Work associated with operating and maintaining hydropower facilities including regularly scheduled maintenance and security, regular reviews and response to those reviews, and maintenance and security of SCADA systems.

Administration of Newlands Project Operating Criteria and Procedures (OCAP): Work associated with calculating monthly diversions from the Truckee River to Lahontan Reservoir, monitoring and evaluating irrigation of eligible Project lands annually, monitoring Project demands, and adjusting storage targets on Lahontan Reservoir when necessary to meet changing demands. Work also includes administration of a water measurement program and monitoring Project distribution efficiency.

Financial Management: Work associated with budgeting and accounting for expenditures. Reporting, analyzing and planning all financial aspects of work to be performed.

Contract Administration: Work associated with administration of the OM&R contract between Reclamation and the Truckee-Carson Irrigation District. This includes OM&R of project facilities, planning for future improvements, water conservation planning, financial reporting, etc. This also includes work associated with the development and administration of agreements such as contracts, grants, easements, and rights-of-way for the use of land resources within the Newlands Project. Tasks involve working with the public, and other governmental agencies, on trespass resolutions, access issues, title research, land disposal actions, etc.

Goal Area A: Facility Reliability

Maximize facility reliability to provide more certainty for Project water users.

Objectives		Baseline (20xx)	5 th Year (20xx)
Failure Rates			
1.			
2.			
Review of Operation and Maintenance Recommendations (RO&M recommendations)			
3.			
4.			
5.			
Lahontan Dam and Hydropower			
6.			
7.			
8.			

Barriers	Critical Success Factors
Objective 1	
Objective 2	

Objective 3	

Strategies	
A.	
B.	
C.	
D.	
E.	
F.	

Goal Area B: Water Delivery

Maximize efficiency of water deliveries to provide more certainty for water users and reduce reliance on the Truckee River.

	Objectives	Baseline (20xx)	5 th Year (20xx)
1.			
2.			
3.			
4.			
5.			
6.			

Barriers	Critical Success Factors
Objective 1	
Objective 2	
Objective 3	
Objective 4	

Objective 5	

Strategies	
A.	
B.	
C.	
D.	
E.	
F.	
G.	
H.	
I.	

Goal Area C: Maximize Efficiency

Maximize efficiency of the Newlands Project to provide more certainty for water users and reduce reliance on the Truckee River.

	Objectives	Baseline (20xx)	5 th Year (20xx)
1.			
2.			

Barriers	Critical Success Factors
Objective 1	
Objective 2	

	Strategies
A.	
B.	
C.	
D.	
E.	
F.	

Goal Area D: Measurement, Accounting & Reporting

Accurately measuring water deliveries, accounting to water users, and reporting for the OM&R Contract and OCAP.

	Objectives	Baseline (20xx)	5 th Year (20xx)
1.			
2.			
3.			
4.			
5.			

Barriers	Critical Success Factors
Objective 1	
Objective 2	
Objective 3	
Objective 4	
Objective 5	

Strategies	
A.	
B.	
C.	
D.	
E.	
F.	
G.	
H.	
I.	
J.	
K.	
L.	

Goal Area E: Continual Collaboration

Maintain collaborative communication to enable a relationship that is proactive and moving forward.

	Objectives	Baseline (20xx)	5 th Year (20xx)
1.			

Barriers	Critical Success Factors
Objective 1	

Strategies	
A.	
B.	
C.	

Goal Area F: Diversify Funding Base

Increase and stabilize the funding base such that there is a solid annual income to enable future planning and development efforts.

	Objectives	Baseline (20xx)	5 th Year (20xx)
1.			
2.			

Barriers	Critical Success Factors
Objective 1	
Objective 2	

	Strategies
A.	
B.	
C.	
D.	
E.	
F.	
G.	
H.	
I.	

Definitions

Goal Area A

Term	Does Include	Does NOT Include
	.	.
	.	.
	.	.

Goal Area B

Term	Does Include	Does NOT Include
	.	.
	.	.
	.	.
	.	.

Goal Area C

Term	Does Include	Does NOT Include
	.	.
	.	.
	.	.
	.	.

Goal Area D

Term	Does Include	Does NOT Include
	.	.
	.	.
	.	.
	.	.

Goal Area E

Term	Does Include	Does NOT Include
	.	.
	.	.

















Goal Area F

Term	Does Include	Does NOT Include
.		.
.	.	.
.	.	.
.	.	.

Map of Transferred Works

Exhibit I

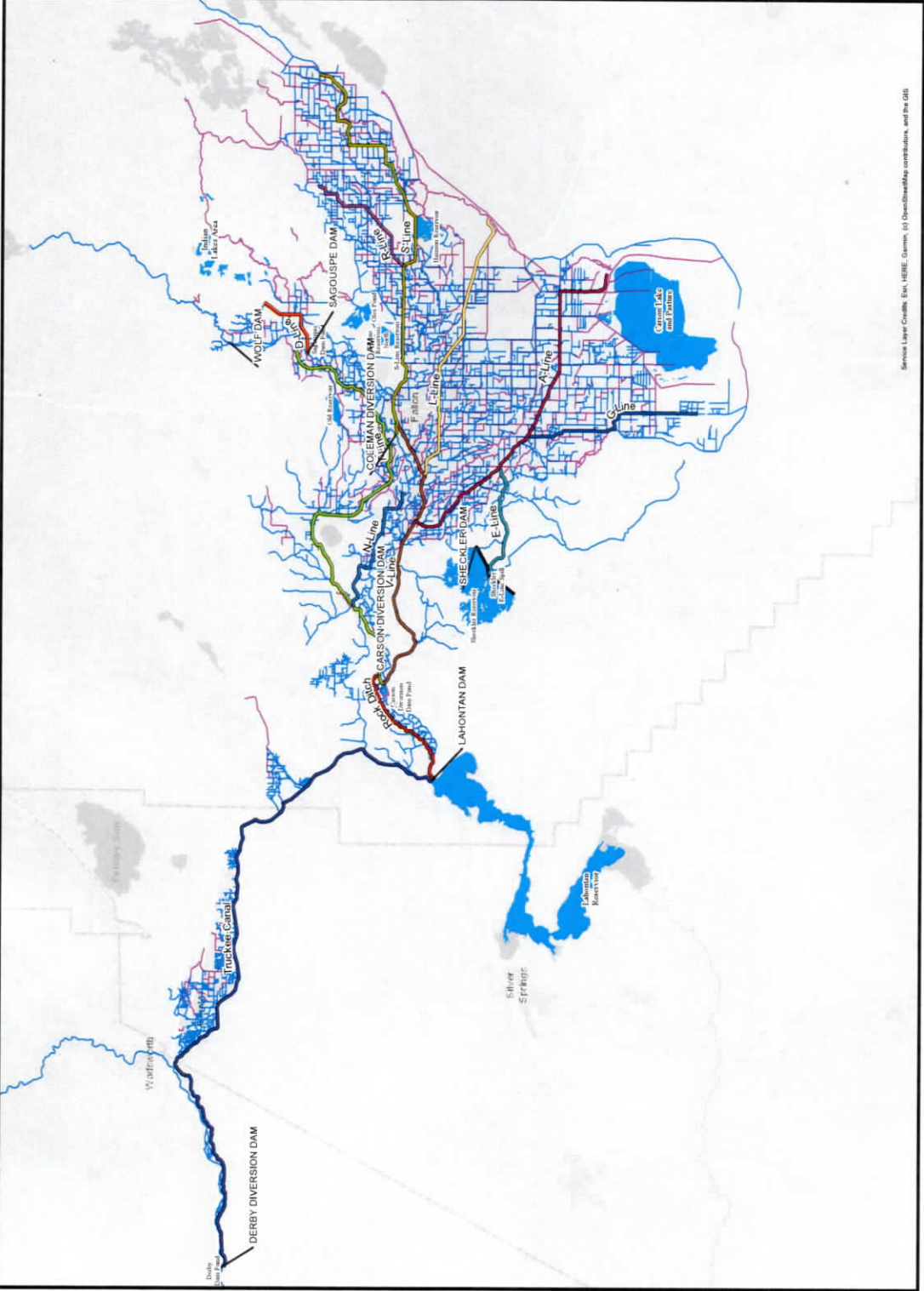
Newlands Project Map of Transferred Works

-  MPI LBAO Delivery Features
-  Project Drainage Feature
-  Primary Dam Location
-  Reservoirs & Lakes
-  A-Line Canal
-  D-Line Canal
-  E-Line Canal
-  G-Line Canal
-  L-Line Canal
-  N-Line Canal
-  R-Line Canal
-  Rock Ditch
-  S-Line Canal
-  T-Line Canal
-  Truckee Canal
-  V-Line Canal



RECLAMATION
Managing Water in the West

Lahontan Basin Area Office
705 N. Plaza Street
Carson City, NV 89701

Service Layer Credits: Esri, HERE, DeLorme, (c) OpenStreetMap contributors, and the GIS

Glossary of Acronyms

Acronym	Meaning
BOR	Bureau of Reclamation
EAP	Emergency Action Plan
EMP	Emergency Management Plan
GIS	Geographic Information System
IPM	Integrated Pest Management
M&I	Municipal and Industrial
MOA	Memorandum of Agreement
MR&R	Major Rehab and Rehabilitation
NAGPRA	Native American Graves Protection and Repatriation Act of 1990
NEPA	National Environmental Policy Act
OCAP	Operating Criteria and Procedures
OM&R	Operation, Maintenance and Replacement
PWS	Performance Work Statement
RO&M	Review of Operation and Maintenance
SCADA	Supervisory Control and Data Acquisition
SOP	Standard Operating Procedure
TCID	Truckee-Carson Irrigation District
TIN	Taxpayer Identification Number

Estimating the Percentage of Deliveries Measured in the Newlands Project

Purpose

The Operations Maintenance and Replacement (OM&R) Contract between Reclamation and Truckee-Carson Irrigation District (TCID) outlines the requirements for accurate measurement of water deliveries to water-righted fields. This document defines the process used to estimate the percent of total Project Water that passes through a calibrated, continually recording device within 6,600 feet of a water-righted and allocated field's Headgate. The process uses allocated acreage as a proxy for volume of water.

Definitions

- 1) Consumptive Use Serial Numbers – Consumptive Use Serial Numbers have an annual duty of 2.99 af/ac and apply water at a non-uniform rate to water-righted lands. Consumptive Use Serial Numbers include 970 (Stillwater National Wildlife Refuge (SNWR)); 970-C (Stillwater to Carson Lake and Pasture - CLP); 975 (CLP); and 712-37 (Fallon Paiute Shoshone Tribe (FPST) Wetlands). The City of Fernley's future water treatment plant (WTP) takeout on the Truckee Canal is a new category of water (municipal water right) and will be treated as consumptive use for this analysis.
- 2) Permanent location ID (PermLocID) – Attribute that identifies the location/stationing of the gage structure in the Newlands Structure Inventory feature class.
- 3) GIS Allocated Field Acres (AllocAc_Field) – Field attribute found in the GIS feature class, TCID Master Fields that contains the portion of the total Serial Number allocation acreage that is assigned to each specific field. Used to determine the total allocated acres for non-Consumptive Use Serial Numbers.
- 4) GIS annual water right status – Field attribute found in the GIS feature class, TCID Master Fields that designates whether each field is water-righted (WR), water-righted by transfer-on (WRT), or not water-righted (NWR).
- 5) GIS field polygon – TCID maintains polygons in the GIS feature class TCID Master Fields to represent the maximum potential allocation (in acres) for each Serial Number field.
- 6) Headgate – The structure where water leaves the Transferred Works. Headgates are referred to as Delivery Structures in the GIS feature class TCID Master Fields.
- 7) Measured Delivery Distance (MeasDevDist) – The attribute found in the GIS feature class TCID Master Fields that is updated with the distance from a field's delivery structure to the nearest upstream Measuring Device.
- 8) Measuring Device– Gage that TCID designates as calibrated, recording and delivering in the list of gages that TCID periodically updates and provides to Reclamation.

- 9) Newlands Structure Inventory feature class – The GIS dataset containing the location and structural details of all known structures within the boundary of the Newlands Project. This dataset is managed and maintained by TCID with support from Reclamation.
- 10) Serial Number – TCID assigned identification number used to manage land record, water right records, and allocations.
- 11) Serial Number Allocated Acres– The number of acres that are deemed eligible for irrigation for a particular Serial Number. Reclamation refers to the monthly TCID Allocation Table Report attribute (“IrrAcres(@duty)”) to determine the total allocated acres for Consumptive Use Serial Numbers. TCID has historically referred to this term as “Irrigated Acres.”
- 12) TCID Allocation Table Report – Monthly report sent to Reclamation that contains the allocation for all Serial Numbers (IrrAcres(@duty)) eligible for an allocation of Project Water. Used to determine the total Serial Number Allocated Acres for consumptive use.
- 13) TCID Master Fields feature class – The GIS dataset containing polygon boundaries for TCID agricultural fields. This dataset is managed and maintained by TCID with support from Reclamation.

GIS Requirements

- 1) GIS is required for this analysis to:
 - a) Identify Headgates that serve water-righted Serial Number fields and are presumed eligible for an allocation of Project Water.
 - b) Measure the distance from a Headgate to an upstream Measuring Device using centerlines and GIS station addresses.
- 2) An accurate GIS fields and structures feature layers are required to:
 - a) Maintain accurately sized Serial Number field polygons.
 - b) Maintain an accurate Measuring Device list and provide the list to Reclamation when updates occur.

Methodology by Geographic Area

Carson and Truckee Divisions

Assumptions

- 1) The entire water righted Serial Number field polygon is counted as metered when the field’s Headgate is within 6,600 feet of an upstream Measuring Device. If at a later date, through numerous seepage measurements, TCID has shown that a particular reach’s losses can be empirically estimated and the 6,600-foot standard should be extended (after approval by Reclamation), that longer distance will be used for this analysis on that reach.
- 2) The analysis only uses Measuring Devices that TCID designates as both recording and delivering (metered). Reclamation’s Measuring Devices were also included. If Reclamation decides in the future that it no longer has a need for one of its Measuring

Devices, and removes it, TCID must replace in kind to maintain the same percent measured estimate.

- 3) GIS field polygons are sized by TCID to maximize the potential allocation for a Serial Number (+/- 0.01 ac.) which makes the sum of GIS Allocated Field Acres equivalent to the Serial Number Allocated Acres as reported in the TCID Allocation Table Report.
- 4) GIS Allocated Field Acres that TCID assigns to each GIS field polygon are used to represent the potential delivery volume for each field.
- 5) TCID assigns an annual water right status in GIS that includes temporary transfers on and off fields. This analysis only uses fields with a designation of WR or WRT.
- 6) Reclamation recommends performing the analysis after TCID has finalized the fields for the past irrigation season and before temporary transfers are entered for the upcoming irrigation season.

Methodology

- 1) Using GIS, determine the distance from the nearest upstream Measuring Device to each field's Headgate by subtracting the nearest Measuring Device station address from each field's delivery structure station address (PermLocID).
 - i) The calculations must include distance along sub- and sub-sub-laterals if delivery structure is not on the same lateral as Measuring Device.
 - ii) The distance measurement is stored in the GIS field attribute "MeasDevDist."
- 2) Individual field polygons are selected based on the following criteria:
 - a) Measuring Device distance is less than 6,650 feet.
 - i) A 50-foot buffer is applied to account for the variance between the centerline and the flow path in GIS.
 - b) Annual water right status is "WR" or "WRT."
 - c) Exclude Serial Numbers 970, SNWR; 970-C, Stillwater to CLP; 975, CLP; 712-37, FPST Wetlands; and the City of Fernley's future WTP takeout on the Truckee Canal.
- 3) Sum GIS Allocated Field Acres of the selected GIS field polygons. This is used in the numerator of the final calculation.

FPST

Assumptions and methodology are the same as for Truckee and Carson Divisions. FPST fields are calculated on an individual basis and only GIS fields with an Annual Water Right Status of WR or WRT within the Project are included in the analysis.

FPST has approximately 5,470.4 water-righted acres (not including FPST wetlands) at an annual 3.5 ft/ac duty. Any water in excess of the physical area on which they apply water within tribal lands is transferred in conformance with the decree, via Nevada Division of Water Resources (NVDWR) transfer, to other lands to be used. Allocated Field Acres as a result of the GIS analysis will reflect transferred water when the GIS Annual Water Right attribute is updated as WRT.

Stillwater Farms Duck Club

Assumptions

- 1) TCID updated Stillwater Farms Duck Club field polygons to align with the NVDWR updated water right determinations in September of 2020.
- 2) Four (4) continuously recording gages account for all water deliveries to Stillwater Farms Duck Club.

Methodology

- 1) Use the same methodology as for the Truckee and Carson Divisions.

Consumptive Use (SNWR, CLP, FPST Wetlands, City of Fernley WTP)

Assumptions

- 1) Consumptive Use Serial Numbers include Serial Numbers 970, SNWR; 970-C, Stillwater to CLP; 975, CLP; 712-37, FPST Wetlands; and the City of Fernley's future WTP takeout on the Truckee Canal (will be included when it goes online).
- 2) Field polygons for consumptive use are drawn to represent the geographical extent over which water may be applied to water-righted lands within the specific Consumptive Use Serial Number. This is in contrast to non-Consumptive Use Serial Numbers which have fields that are sized by TCID to represent allocated acres. Thus, Consumptive Use Serial Number Allocated Acres are not represented by GIS Allocated Field Acres.
- 3) Serial Number Allocated Acres from the TCID Allocation Table Report are used in place of GIS Allocated Field Acres for calculations.
- 4) Consumptive Use Serial Numbers are considered metered because they are served by at least one Measuring Device.

Methodology

- 1) Sum Serial Number Allocated Acres from TCID Allocation Table Report for Consumptive Use Serial Numbers. This is used in the numerator of the final calculation.

Calculation of Percent of Deliveries Measured

- 1) The Sum of Measured GIS Allocated Field Acres is calculated as follows:
 - a) The sum of metered GIS Allocated Field Acres from Carson and Truckee Divisions Methodology #3 (includes Stillwater Farms Duck Club) is added to the sum of Serial Number Allocated Acres from Consumptive Use Methodology #1.
- 2) The Sum of Total GIS Allocated Field Acres is calculated as follows:
 - b) Sum GIS Allocated Field Acres for individual field polygons based on the following selection criteria:
 - i) Annual water right status is "WR" or "WRT."
 - ii) Exclude Serial Numbers 970, SNWR; 970-C, Stillwater to CLP; 975, CLP; 712-37, FPST Wetlands; and the City of Fernley's future WTP takeout on the Truckee Canal (when online).

- c) Add the value for Serial Number Allocated Acres from Consumptive Use Methodology #1.
- 3) The **Percent of Deliveries Measured** is calculated as follows:

$$\text{Percent of Deliveries Measured} = \frac{\text{Sum of Measured GIS Allocated Field Acres}}{\text{Sum of Total GIS Allocated Field Acres}}$$

2020 Results

The following table provides an estimate of the percent of metered deliveries as of September 2020. Reclamation will estimate this percentage annually (after TCID has finalized the fields for the past irrigation season and before temporary transfers are entered for the upcoming irrigation season) until the measurement goal set forth in the OM&R Contract has been met.

Percent of Deliveries Measured based on Field Acreage

Water Righted Fields	Total Acres	% of WR Acres
Within 6,600 ft. of recording gage	37,982	63%
Greater than 6,600 ft. of recording gage	8,409	14%
WR field not associated with a recording gage	13,883	23%
Total	60,274	

This table represents water-righted acres with the potential to be measured by a recording gage for non-consumptive use field polygons from the TCID Master Fields feature class in addition to allocated acres from the TCID Allocation Table Report for Consumptive Use Serial Numbers.

TRUCKEE-CARSON IRRIGATION DISTRICT

RESOLUTION NO. 2021-4

TITLE: A RESOLUTION APPROVING AND ADOPTING THE FORM, CONTENT, AND EXECUTION OF THE FINAL AGREEMENT, NO 7-07-20-X0348-X, BY AND BETWEEN THE UNITED STATES OF AMERICA AND THE TRUCKEE-CARSON IRRIGATION DISTRICT FOR THE OPERATION AND MAINTENANCE OF THE NEWLANDS FEDERAL RECLAMATION PROJECT, NEVADA. THE EXISTING CONTRACT FOR THE OPERATION AND MAINTENANCE OF THE PROJECT WILL EXPIRE THE 31ST DAY OF DECEMBER, 2021. ATTACHED TO THIS RESOLUTION IS THE FINAL FORM OF THE CONTRACT APPROVED BY THE ELECTORS OF THIS DISTRICT AT A DISTRICT ELECTION CONDUCTED MARCH 9, 2021.

SUMMARY: THE TRUCKEE-CARSON IRRIGATION DISTRICT OPERATES AND MAINTAINS THE NEWLANDS FEDERAL RECLAMATION PROJECT UNDER CONTRACT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION PURSUANT TO CONTRACT NO. 7-07-20-X0348 EXECUTED FOR A TERM OF TWENTY FIVE (25) YEARS ON NOVEMBER 25, 1996. THE EXISTING CONTRACT WILL EXPIRE THE 31ST DAY OF DECEMBER, 2021. ATTACHED TO THIS RESOLUTION IS A FINAL CONTRACT BEARING THE TERMS AND CONDITIONS OF CONTRACT NEGOTIATED FOR DURING MULTIPLE NEGOTIATION SESSIONS CONDUCTED WITH REPRESENTATIVES OF RECLAMATION AT MULTIPLE PUBLIC MEETINGS. AN ELECTION WAS CONDUCTED MARCH 9, 2021 WHERE UPON THE ELECTORS OF THE DISTRICT APPROVED THE NEW CONTRACT. THIS RESOLUTION PROVIDES FOR FINAL APPROVAL AND ADOPTION OF THE NEW CONTRACT AS TO ITS FORM, CONTENT, AND MANNER OF EXECUTION. THIS RESOLUTION ALSO PROVIDES FOR OTHER RELATED MATTERS.

WHEREAS, the Truckee-Carson Irrigation District (District) and the United States executed Contract No. Ilr-93 on December 18, 1926, which transferred the responsibility for the Operation and Maintenance of the Newlands Federal Reclamation Project (Project) and provided for the District to act as fiscal agent for the repayment of Project construction costs; and

WHEREAS, in 1973 the United States provided notice to the District of termination of the 1926 Contract No. Ilr-93; and,

WHEREAS, on February 14, 1984, a Temporary Operation and Maintenance Agreement, Contract No. 4-07-20-X0348, was entered into between the District and the United States; and,

WHEREAS, the District has repaid the original Project construction costs; and,

WHEREAS, the District entered into Contract No. 7-07-20-X0348 for the Operation and Maintenance of the Project; and,

WHEREAS, Contract No. 7-07-20-X0348 was executed the 25th day of November, 1996 and will expire the 31st day of December, 2021; and,

WHEREAS, the District desires to continue to operate and maintain the Project for the benefit of all water right holders in the Project subject to the provisions of NRS Chapter 539 (Irrigation Districts) providing for organization and powers to an elected board of directors to administer a contract for the Operation and Maintenance of the Project; and,

WHEREAS, multiple negotiation sessions were conducted by and between the United States and the District relating to a proposed contract to supplant the existing contract had between the parties for the operation and maintenance of the Newlands Federal Reclamation Project; and,

WHEREAS, on the 9th day of March, 2021 an election was conducted for the benefit of District electors seeking approval of Contract No. 7-07-20-XO348-X at which time the proposed contract was overwhelmingly approved by the electors of the District; and,

WHEREAS, a final form of the Contract No. 7-07-20-XO348-X has been prepared for final review and approval as to its form, contents, and authorization for execution by the Board of Directors for the Truckee-Carson Irrigation District.

NOW, THEREFORE,

BE IT RESOLVED AS FOLLOWS:

1. That the form and content of Contract No. 7-07-20-XO348-X be and they are approved.
2. That it is in the best interest of all water right holders in the Newlands Federal Reclamation Project, Nevada, that the Truckee-Carson Irrigation District continue to operate and maintain said Project under agreement with the United States.
3. That the President of the Board of Directors for the Truckee-Carson Irrigation District be and is authorized to execute Contract No. 7-07-20-XO348-X on behalf of the Board of Directors and the electors of the District.
4. That upon receipt of an executed copy of Contract No. 7-07-20-XO348-X that counsel for the District pursue judicial confirmation of the said contract as provided for by law.
5. That Contract No 7-07-20-XO348-X be and it is effective as of January 1, 2022.

PRESENT:

<i>Olsen</i>	<i>Gomes</i>	<i>de Braga</i>
<i>Oakden</i>	<i>Schank</i>	<i>Workman.</i>
<i>Stof</i>		

AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0

APPROVED THIS 3 DAY OF Aug, 2020.

BY: *Eric Olsen*
ERIC OLSEN
President, Truckee-Carson Irrigation District

ATTEST:

BY: *Robert Oakden*
ROBERT OAKDEN
Secretary, Truckee-Carson Irrigation District