

**Agreement for Grazing and Pasturage Management
at the Carson Lake Pasture by Independent Contractor**

THIS AGREEMENT, made by and between the TRUCKEE-CARSON IRRIGATION DISTRICT (District) and _____, providing services to the District, as an Independent Contractor, and not as an employee, the parties hereto agree:

EXPLANATORY RECITALS:

- A. The District is a political subdivision of the State of Nevada duly organized in 1918 pursuant to Chapter 539 of the Nevada Revised Statutes (Irrigation Districts). The District operates and maintains the Newlands Federal Reclamation Project, Nevada, by Agreement with the United States, through the Bureau of Reclamation, pursuant to Contract No. 7-07-20-X0348-X. The District managed grazing on the federally owned Carson Lake Pasture from 1926 until January of 2021.
- B. In January of 2021, ownership of the Carson Lake Pasture was transferred to the State of Nevada from the United States by Act of Congress. The District has entered into a "Grazing Lease Agreement" with the State of Nevada, dated April 12, 2021, for a term of five (5) years, for purposes of continuing grazing or pasturage rights at the Carson Lake Pasture (Pasture). A copy of said Grazing Lease Agreement is annexed hereto and by this reference made a part hereof as Exhibit "A".
- C. For the benefit of electors of the District, the Board of Directors desires to perpetuate the historic grazing and pasturage practices associated with the Pasture and make available to qualified electors of the District the opportunity to utilize said Pasture for all lawful agricultural uses, including, without limitation, the feeding, breeding, management and sale of livestock and for every process and step necessary and incidental to products derived from uses associated with the grazing and pasturage at the Pasture.
- D. That _____, in his role as an independent contractor, and not as an employee of the District, here seeks to provide to the District grazing and pasturage management services at the Pasture.
- E. That certain duties hereto performed in the Carson Lake Pasture not herein enumerated shall be the responsibility of the owners of the livestock.
- F. That the parties hereto acknowledge that ownership of the Carson Lake Pasture was transferred from the United States to the State of Nevada as authorized by Public Law 101-618 (1990).

COVENANTS:

In consideration of the above explanatory recitals, and the mutual promises and agreements contained herein, it is mutually agreed as follows:

- 1. **Effective Date of Agreement:** This Agreement shall be effective as of the 15th day of March, 2023, and shall continue until fourteen (14) days following the closure of the Carson Lake Pasture for grazing.
- 2. **Duties by _____:** _____ here agrees to perform the following duties and/or services under this Agreement:
 - A. In his sole discretion, plan, direct, manage, monitor, over-see, and supervise the day-to-day operation of the Pasture, including without limitation, the grazing of cattle therein. That such operation shall comprehend recommendations relating to the timing

at which herds, including bulls, may be introduced upon the Pasture; that such introduction be calculated to result in manageable patterns of livestock reproduction relating to livestock herds. The District, in its sole discretion, shall establish the time at which cattle may be introduced; that such date, subject to future modification, as provided for herein-after, be and it is April 1st of each year.

- B. Develop a plan for maintenance and irrigation practices associated with the Carson Lake Pasture and implement the same.
 - C. Develop and implement a plan for accounting for the presence of all livestock found in or upon the Pasture pursuant to the Grazing Lease Agreement annexed hereto as Exhibit "A"; and, thereafter provide timely reports to the District and/or to the Nevada Division of Wildlife (NDOW) -as the same reports do, or may have, any bearing upon important matters of Pasture ownership and resource management by the State of Nevada.
 - D. Develop and implement a plan for the timely provision to the District of reports and regular updates including the total number of cattle within the Pasture, changes to counts, and the amount of cattle deceased while within the Pasture or livestock that have been removed or replaced. Develop and implement a timely notice process to livestock owners regarding conditions relating to their livestock, including, without limitation, livestock health or well-being, access to and existence of drinking water, the presence of deceased livestock and the need for the removal of the same from Pasture lands.
 - E. In his sole discretion, and at his own risk, _____ may assist livestock owners with livestock movement, removal, vaccination, or other matters. Develop and implement a plan to timely respond to requests for assistance by livestock owners and requests for information relating to the Pasture.
 - F. In his sole discretion, develop a plan for, and implement the same, as to such other duties as may be requested from time-to-time by the District.
 - G. Attend meetings of the Carson Lake Pasture Advisory Committee, and meetings of the Board of Directors if requested, and provide progress reports relating to the Pasture. Provide the Carson Lake Pasture Advisory Committee and the Board of Directors, as may be requested, with recommendations for best grazing and pasturages practices for the Pasture.
 - H. Immediately report to the District, and to NDOW as needed, all conditions posing a threat to the health and safety of livestock, fowl and animal wildlife, and frustration to the use and/or enjoyment of the Pasture by livestock owners.
 - I. Within fourteen (14) days of close of the grazing season, as determined by the Board of Directors, all Pasture related equipment, described in Article 3 hereof (Duties by District), shall be returned to the District Operations and Maintenance Manager.
 - J. Except as otherwise provided for by Article 3 and Article 17 hereof, _____, at his own expense, subject to his full control, conditions of use, and all risk associated therewith, shall provide such equipment and supplies, as is, or may be, necessary for performance of this Agreement.
3. **Duties by District:** District here agrees to perform the following duties under this Agreement:

- A. Supply fencing materials. The District, in its sole discretion, shall determine what fences must be repaired or replaced.
 - B. Provide payment for utility bills incurred at the Pasture Headquarters in the discharge of duties relating to this Agreement.
 - C. Maintain roads, ditches, embankments, or levies within the Pasture so as to permit discharge by _____ of his duties described herein. The District, in its sole discretion, shall determine the scope and timing of any such maintenance to be made to such roads, ditches, embankments, or levies within the Pasture.
 - D. Provide moss control within Pasture ditches. The District, in its sole discretion, shall determine the scope and timing of such moss control within Pasture ditches.
 - E. Pursuant to the provisions of Article 2(J) and Article 17 hereof, the District, in its sole discretion, may rent to Bryant such equipment as is, or may be necessary, for the performance of duties under this Agreement.
4. **Compensation:** District agrees to provide _____ compensation for services performed under this Agreement the sum of thirty-nine thousand two hundred twenty-six dollars (\$39,226) per year, payable at four thousand one hundred and eight dollars and forty-four cents (\$4,108.44) per full month of services, commencing the 15th day of March, 2023 and continuing each and every month thereafter during the term of the grazing season as determined by the Board of Directors. Monthly payment shall be made by the District to _____ on or before the first business day of each month during the grazing season. For services performed for any part of a month under this Agreement, compensation will be made and based upon payment at the daily rate of one hundred thirty-six dollars and ninety-five (\$136.95).
5. **Independent Contractor:** The parties agree that _____ is an independent contractor when providing the District with services described in Article 2 herein-above. This Agreement is not intended to create a contract of employment between the District and _____ nor is the same intended to constitute a partnership, joint venture, agency relationship, or cause the creation of any other business relationship between the parties, except as described herein. The District is not providing, nor is this Agreement intended to provide for, any benefits associated with an employment contract, including, without limitation, health care coverage, vacation or leave time. _____ shall be responsible for the payment of his own taxes, fees, or costs that he may incur in the performance of this Agreement, including, without limitation, the payment of compensation for labor provided to him by his employees, agents, or representatives that may or shall assist him when performing any duties under this Agreement.
6. **Insurance:** _____ agrees to purchase and maintain a policy of general liability insurance bearing no less than a One-Million Dollars (\$1,000,000.00) per claim limit. _____ shall provide proof of such policy within 15 days of the date of execution of this Agreement. _____ further agrees, when required by law, to purchase and maintain insurance for protection of claims under workman's compensation acts and other related employee benefit acts, to which he is or may be subject, as may relate to claims for damages because of bodily injury, including death, and claims for damages, other than to the Pasture itself, to property which may arise out of or result from _____ performance under this Agreement.
7. **Hazardous Materials:** _____ agrees that the use of any material or agent considered a hazardous material to be stored, used, and/or applied within the Pasture shall be made in

strict compliance with any/all applicable state and/or federal law or regulation. The District, in its sole discretion, shall determine the scope and acceptable use, including storage, of any material deemed hazardous within the Pasture.

8. **Confidentiality:** _____ shall not provide information relating to the performance of his duties under this Agreement to any other person, except where necessary for the discharge of his duties hereunder, or as is or may be required of him by NDOW.
9. **Notices:** Any notice required to be given under this Agreement, shall be deemed to have been duly delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Except as otherwise provided for by law, any such communication shall be deemed to have been made to the other Party, if delivered by:
 - A. First class mail, two (2) days from the date of posting.
 - B. Hand or by facsimile transmission, on the date of such delivery or transmission.
 - C. Electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

To District: Truckee-Carson Irrigation District
 2666 Harrigan Road
 P.O. Box 1356
 Fallon, Nevada 89407-1356
 Facsimile: (775) 423-5354
 E-mail: ben@tcid.org

To _____:

10. **Waiver of Rights:** The failure of either party to enforce rights under this Agreement, at any time, for any period, shall not be construed as a waiver of such rights.
11. **Invalidity:** If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor the enforceability of the remainder of this Agreement shall be affected.
12. **Assignment:** Neither party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
13. **Amendment:** This Agreement may not be amended without the prior written agreement of both Parties.
14. **Entire Agreement:** This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except as to the extent incorporated in this Agreement.
15. **Termination:** This Agreement may be terminated by either Party hereto, upon provision of thirty (30) days notice to the other Party as provided for in Article 9 hereof.
16. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

17. **Equipment Rental:** In the event that _____, in his sole discretion, determines to rent equipment from the District pursuant to Articles 2(J) and 3(E) hereof, the following terms and conditions of equipment rental use shall apply:
- A. Equipment Description: Equipment subject to rental by _____ under this Agreement includes the following: A properly functioning and fully licensed 4-wheel drive pick-up truck having a work-load capacity of no less than ¾ ton bearing a capability for use with a functioning and fully licensed stock trailer and associated supply of fuel; a fully functioning and fully licensed “gooseneck” style trailer; a fully functioning tractor –bearing both front bucket and backhoe operability features with an associated supply of fuel; and, a cell phone and cell phone service.
 - B. Equipment Cost: Equipment rented pursuant to this Article shall be charged to _____ at a rate of Two Hundred Fifty Dollars (\$250.00) per month and shall be deducted from the amount of the Compensation described in Article 4 hereof.
 - C. Exercise of the provisions of this Article shall be agreed to in writing by the parties.
 - D. Equipment rented under the provisions of this Article shall not be used for any purpose other than for performance under this Agreement.
 - E. All equipment rented must be returned within five (5) days following the close of the grazing and pasturage season.
 - F. No unauthorized personnel may have use of the equipment rented pursuant to this Article.
 - G. The risk of loss associated with the use of the rented equipment under this Article shall be borne by _____. _____ agrees to add the District as an additional insured on his policy of insurance as further described in Article 6 hereof.

EQUIPMENT RENTAL AGREEMENT ACCEPTANCE:

The Parties hereto agree to the rental of District property to _____ pursuant to the provisions of Article 2(J), Article 3(E), and Article 17 of this Agreement, and subject to the terms and conditions hereof.

In Witness Whereof, each Party to this Agreement has caused it to be executed on the date indicated below.

TRUCKEE-CARSON IRRIGATION DISTRICT

Dated this 7th day of February, 2023

By: _____
Benjamin Shawcroft, General Manager

Dated this 7th day of February, 2023

By: _____