

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM O
FOR MEETING OF AUGUST 9, 2022**

SUBJECT:

For Possible Action: Consideration of and possible action to approve Amendment No. 1, to increase the contract by \$10,000 to a not-to-exceed amount of \$58,500, between Lato & Petrova CPAs, LTD (dba Lato, Petrova & Pearson CPAs) and the Colorado River Commission of Nevada for accounting services to assist with the year-end closing and preparation of the Annual Comprehensive Financial Report.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends the Commission approve the increase to the contract between Lato & Petrova CPAs, LTD and authorize the Executive Director to sign the contract on behalf of the Commission.

FISCAL IMPACT:

Authorization to assist with the year-end closing and preparation of the financial statements (CAFR) in preparation for the annual audit for the fiscal year ending June 30, 2022, as needed a not-to-exceed increase of \$10,000.

STAFF COMMENTS AND BACKGROUND:

This contract was approved by the Commission at the April 13, 2021, meeting and provided for the assistance of Ms. Ford in the creation of the template for the Annual Comprehensive Financial Report (ACFR). Ms. Ford worked closely with the accounting staff, and we successfully completed the first in-house annual financial report for the year ended June 30, 2021.

The contract originally anticipated modification of the then existing template but as the work started it became clear that creating a completely new template was necessary. The old template was overly complicated and would require unnecessary effort to roll the balances forward and make changes needed in succeeding years. As a result, the original contract amount of \$48,500 was almost completely exhausted in the effort and now as we are moving forward with the new fiscal year the full amount has been used.

The roll forward of last fiscal year's ending balances to 'the new year has now been completed and the work to date has gone smoothly with the new streamlined template. We anticipate some additional changes and formatting effort may be needed to complete the Fiscal 2022 ACFR, but not to the level needed last year. Staff and Ms. Ford have determined that an additional \$10,000 will be adequate for the effort this year.

Additionally, Ms. Ford reduced her billing rate, originally set at \$450/hour to \$250/hour to accommodate this amendment. This is pursuant to staff's request and due to the less intense nature of the anticipated changes needed to the ACFR. Based on the results of the work last year we anticipate a much smoother and less stressful annual audit and resulting Financial Report for this fiscal year.

AMENDMENT NO. 1

**TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada
Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	555 East Washington, Suite 3100
City, State, Zip Code:	Las Vegas, Nevada 89101
Contact:	Douglas Beatty
Phone:	702-486-2670
Fax:	
Email:	dbeatty@crc.nv.gov

Contractor Name:	Lato & Petrova CPAs, LTD (dba Lato, Petrova & Pearson CPAs)
Address:	3291 East Warm Springs Road # 200
City, State, Zip Code:	Las Vegas, Nevada 89120
Contact:	Martha Ford
Phone:	702-204-8447
Fax:	N/A
Email:	martha.j.ford.7938@gmail.com

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated April 22, 2021, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The Contract cost set forth in Section 4 of the Original Contract, shall be increased by \$10,000.00 to the not-to-exceed amount of \$58,500.00.

B. The contractor will provide services specified in Section 3, Scope of Work at a revised cost as noted below:

\$250.00	per	hour
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Current Contract Language:

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$450.00	per	hour
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CETS #:	24273
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Total Contract or installments payable at:	Upon presentation of invoices
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Total Contract Not to Exceed:	\$48,500.00
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C. Amended Contract Language:

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$250.00	per	hour
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Total Contract or installments payable at:	Upon presentation of invoices
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Total Contract Not to Exceed:	\$58,500.00
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- 2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
- 3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

ORIGINAL

CETS #:	24273
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**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Colorado River Commission of Nevada
Address:	555 East Washington, Suite 3100
City, State, Zip Code:	Las Vegas, Nevada 89101
Contact:	Douglas Beatty
Phone:	702-486-2670
Fax:	702-486-2695
Email:	dbeaty@crc.nv.gov

Contractor Name:	Lato & Petrova CPAs, LTD (dba Lato, Petrova & Pearson CPAs)
Address:	3291 East Warm Springs Road # 200
City, State, Zip Code:	Las Vegas, Nevada 89120
Contact:	Martha Ford
Phone:	702 204-8447
Fax:	N/A
Email:	martha.j.ford.7938@gmail.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	Date – Upon Clerk of the Board Approval	To:	Date – May 1, 2023
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- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

CETS #:

24273

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:
Accounting services to assist with closing the books and preparing the CAFR

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$450.00	per	hour
Total Contract or installments payable at:	Upon presentation of invoices	
Total Contract Not to Exceed:	\$48,500.00	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

5. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.
7. **CONTRACT TERMINATION.**
- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Subsection 7D*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

CETS #:

24273

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under *Subsection 7C*, above, shall run concurrently, unless the notice expressly states otherwise.

8. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
9. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

CETS #:

24273

reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|--|-------------|
| 1) General Aggregate | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury | \$1,000,000 |
| 4) Each Occurrence | \$1,000,000 |

C. Professional Liability/Errors and Omissions Liability. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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|---------------------|-------------|
| 1) Each Claim | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
14. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
15. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform

CETS #:

24273

to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

18. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
19. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

CETS #: 24273

20. ENTIRE CONTRACT AND MODIFICATION. This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value Section 4, Consideration equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature: [Signature] Date: 4/2/2021 Member Independent Contractor's Title

State of Nevada Authorized Signature: [Signature] Date: 4/15/2021 Executive Director Title

State of Nevada Authorized Signature Date Title

State of Nevada Authorized Signature Date Title

[Signature] for Susan Brown Signature - Clerk of the Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: [Signature] Date: 4/22/2021

Approved as to form by:

[Signature] Deputy Attorney General for Attorney General

On: 4/15/2021 Date

AMENDMENT NO. 1

**TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada
Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	555 East Washington, Suite 3100
City, State, Zip Code:	Las Vegas, Nevada 89101
Contact:	Douglas Beatty
Phone:	702-486-2670
Fax:	
Email:	dbeatty@crc.nv.gov

Contractor Name:	Lato & Petrova CPAs, LTD (dba Lato, Petrova & Pearson CPAs)
Address:	3291 East Warm Springs Road # 200
City, State, Zip Code:	Las Vegas, Nevada 89120
Contact:	Martha Ford
Phone:	702-204-8447
Fax:	N/A
Email:	martha.j.ford.7938@gmail.com

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated April 22, 2021, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The Contract cost set forth in Section 4 of the Original Contract, shall be increased by \$10,000.00 to the not-to-exceed amount of \$58,500.00.

B. The contractor will provide services specified in Section 3, Scope of Work at a revised cost as noted below:

\$250.00	per	hour
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Current Contract Language:

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$450.00	per	hour
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CETS #:	24273
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Total Contract or installments payable at:	Upon presentation of invoices
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Total Contract Not to Exceed:	\$48,500.00
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C. Amended Contract Language:

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$250.00	per	hour
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Total Contract or installments payable at:	Upon presentation of invoices
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Total Contract Not to Exceed:	\$58,500.00
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- 2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
- 3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM P
FOR MEETING OF AUGUST 9, 2022**

SUBJECT: <i>For Information Only:</i> Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM Q
FOR MEETING OF AUGUST 9, 2022**

SUBJECT: <i>For Information Only:</i> Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada’s consumptive use of Colorado River water, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM R
FOR MEETING OF AUGUST 9, 2022**

SUBJECT: Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM S
FOR MEETING OF AUGUST 9, 2022**

SUBJECT: Comments and questions from the Commission members.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM T
FOR MEETING OF AUGUST 9, 2022**

SUBJECT: Selection of the next possible meeting date.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, September 13, 2022, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM U
FOR MEETING OF AUGUST 9, 2022**

SUBJECT: Adjournment.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND: