



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

NOTICE OF PUBLIC MEETING

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

DATE: June 18, 2024
TIME: 6:30 pm
LOCATION: Carson Water Subconservancy District Conference Room
777 E. William Street, Suite 209, Carson City, NV 89701

The meeting will be preceded by a tour of stormwater projects for the Lompa Housing Development in Carson City. The Board will meet there at **4 pm** for the tour. We will have dinner at **5 pm** at Red's Old 395 Grill (1055 South Carson Street, Carson City, 8970) Our Board meeting will be at 6:30 pm in the CWSD Conference Room. A quorum of the CWSD Directors may be present at the events preceding the board meeting, but no discussion or action will be taken on any agenda item. CWSD encourages Board Members' attendance at field trips to be in-person meetings, but virtual attendance at the Board meeting is available via [Zoom](#). If you prefer to phone in, call (669)900 9128. Meeting ID: 828 5871 0869; Passcode: 165847

AGENDA

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

1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
2. Roll Call
3. Pledge of Allegiance
4. For Discussion Only: Public Comment *(Public Comment will be taken at the beginning and end of the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.)*
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of May 22, 2024

****CONSENT AGENDA****

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

7. For Possible Action: Approval of Treasurer's Report for May 2024
8. For Possible Action: Approval of Payment of Bills for May 2024
9. For Possible Action: Approval of CWSD Agreement #2024-2 Alpine Watershed Group - Upper Carson River Watershed Programs, not to exceed \$30,000

To promote cooperative actions with communities to protect the Carson River Watershed.

10. For Possible Action: Approval of CWSD Agreement #2024-3 River Wranglers - Conserve Carson River Workdays, not to exceed \$40,000
11. For Possible Action: Approval of CWSD Agreement #2024-4 Carson Valley Conservation District - Carson River Restoration & Flood Damage Repairs (2 years), not to exceed \$225,000
12. For Possible Action: Approval of CWSD Agreement #2024-5 Lahontan Conservation District - Clearing & Snagging Carson River, not to exceed \$32,700
13. For Possible Action: Approval of CWSD Agreement #2024-6 Dayton Valley Conservation District - Management & Administration (2 years), not to exceed \$100,000
14. For Possible Action: Approval of CWSD Agreement #2024-7 Dayton Valley Conservation District – Weed/Restoration Crew (2 years), not to exceed \$60,000
15. For Possible Action: Approval of CWSD Agreement #2024-8 Storey County Six Mile Canyon Culverts Project, not to exceed \$36,500
16. For Possible Action: Approval of CWSD Agreement #2024-9 Churchill County – Lahontan Valley Water Level Measurement Program (3 years), not to exceed \$48,000
17. For Possible Action: Approval of CWSD Agreement #2024-10 The Nature Conservancy – Riparian Tree Planting, Wetland Enhancements, & Adaptive Grazing (2 years), not to exceed \$62,089
18. For Possible Action: Approval of Addendum to #2022-8 Dayton Valley Conservation District (time extension only)
19. For Possible Action: Approval of Addendum to #2023-5 Dayton Valley Conservation District (time extension only)

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

20. For Discussion Only: Presentation on the 2024 “Get on the Bus!” Watershed Tour
21. For Possible Action: Strategic Planning Process
22. For Possible Action: Discuss CWSD's Role on the CTWCD Board
23. For Possible Action: General Manager Annual Review
24. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
 - (1) Nevada Appeal – Mercury no threat to Carson River recreation, supervisors told
 - (2) NCNR Press Release – High Water Mark Sign Unveiled at Lahontan
25. For Discussion Only: Directors & Committee Members Reports
26. For Discussion Only: Public Comment *(Public Comment will be taken at the beginning and end of*

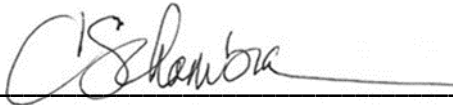
the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.)

27. Adjournment

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

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 9 am on June 11, 2024, a copy of the *Notice of Public Meeting and Agenda* for the June 18, 2024 meeting of the Carson Water Subconservancy District Board of Directors, in accordance with NRS 241.020 was posted at the following locations: CWSD, 777 E. William St., Ste. 209, Carson City, NV 89701; the CWSD website: <https://www.cwsd.org> and the Nevada Public Notice Website: <https://notice.nv.gov/>



Catrina Schambra, Office Manager, CWSD

6/10/2024 5 pm

Date & Time of Posting

AGENDA ITEM #6

MINUTES OF LAST BOARD MEETING

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS AND
CARSON RIVER WATERSHED COMMITTEE MEETING
May 22, 2024

Draft Minutes

Chairperson Workman called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30 pm in the Lyon County Utilities Conference Room, 34 Lakes Blvd., Suite 103, in Dayton. Roll call of the CWSD Board of Directors was taken and a quorum was determined to be present.

CWSD Directors present:

Jim Hindle	Ernie Schank
Stacey Giomi	Bus Scharmann
Sharla Hales	Lisa Schuette
Tammy Hendrix	Lee Sterrett
Cassi Koerner	Fred Stodieck (via Zoom)
Dave Nelson (via Zoom)	Mike Workman

Absent Directors: Mark Gardner & Bus Scharmann

The roll call included CWSD Committee Members present: Charlie Dobson & David Griffith.

CWSD Staff & Guests present:

Maydelin Griffith, Public	Lindsay Marsh, CWSD
Brenda Hunt, CWSD	Debbie Neddenriep, CWSD
Edwin James, CWSD	Catrina Schambra CWSD
Scott Keller, Public (via Zoom)	Ryan Shaver, Public
Steve King, Public	

Chairperson Workman led the pledge of allegiance.

Item #4 – Discussion Only: Public Comment –

Ms. Marsh introduced Ryan Shaver who is her guest as part of the Nevada Water Resources Association (NWRA) Shadow Program. Ryan is a graduate student at UNR working towards his Ph.D. in Hydrogeology. He works at the Desert Research Institute (DRI) in Reno mainly focused on groundwater modeling and infrastructure.

Item #5 – For Possible Action: Approval of Agenda

Director Schank motioned to approve the May 22, 2024, Agenda, as presented. Director Koerner seconded the motion and the Board unanimously approved it.

Item #6 – For Possible Action: Approval of the Board Meeting Minutes of April 17, 2024

Director Stodieck motioned to approve the Board Meeting Minutes of April 17, 2024, as presented. Committee Member Griffith seconded the motion and the Board unanimously approved it.

Item #7 – For Possible Action: CWSD will conduct a Public Hearing on the FY 2024-25 Tentative Budget

Director Workman opened the Public Hearing on the FY 2024-25 Tentative Budget. There were

DRAFT

no public comments. The Public Hearing on the FY 2024-25 Tentative Budget was closed.
No action was taken.

****CONSENT AGENDA****

Item #8 – For Discussion Only: Approval of Treasurer’s Report for April 2024

Item #9 – For Possible Action: Approval of Payment of Bills for April 2024

Director Giomi motioned to approve the Consent Agenda as presented. Director Hales seconded the motion and the Board unanimously approved it.

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

Item #10 For Possible Action: CWSD Legal Counsel Interview

Mr. James welcomed Mr. King who had been invited to return tonight to be interviewed by the Board for the position of Legal Counsel to CWSD. Mr. King provided his resume and an engagement letter proposal to CWSD to be included in the Board meeting agenda package. He gave a brief narrative on his background and qualifications and then answered questions from Board members. Mr. King’s engagement proposal is essentially the same agreement that CWSD had with Patrick King.

Director Schank motioned for CWSD to retain Steve King as Legal Counsel per his Letter of Engagement. The motion was seconded by Director Giomi. The motion was unanimously approved by the Board.

Item #11 For Possible Action: Approval of CWSD FY 2024-25 Final Budget

Mr. James summarized the CWSD Final FY 2024-25 Budget for the Board members.

Director Schank motioned for CWSD to approve the CWSD FY 2024-25 Budget as submitted. The motion was seconded by Director Stodieck. The motion was unanimously approved by the Board.

Item #12 For Possible Action: 2024 CWSD Strategic Planning Meeting

There was discussion of the difficulty of getting the Board together for an hours-long Strategic Planning meeting. Director Giomi suggested that we plan it for November 20, 2024, prior to the regular scheduled meeting as we schedule field trips. The Board concurred and the date was set.

No action taken.

Item #13 For Discussion Only: Staff Reports

Mr. James reported the following:

- The CTWCD is working on a draft agreement for funds to be transferred to CWSD for project funding on Carson River watershed projects. There is also a question if that is done, should CWSD still sit on the CTWCD Board? These will be on the June agenda for discussion.
- Mr. James will continue to meet with Board members as part of his annual review process.

DRAFT

Ms. Hunt reported the following:

- The Get on the Bus 2-day Watershed Tour only has 10 seats left and has 5 sponsors!

Ms. Schambra reported the following:

- All Board members were sent a link to complete Mr. James' review online. So far, only 5 have been received. Everyone must participate. Results need to be compiled for the Administrative Committee review by June 5.

Legal –

- Mr. King thanked the Board. He is looking forward to working with CWSD.

Correspondence – None

Item #14 For Discussion Only: Directors & Committee Members Reports

- Director Koerner reported Genoa Heritage Days with the Farm Bureau and the Pioneer High School outreach went well! They had a calf, bees, and branded wood for the classroom. Director Schuette participated. Scarcelli is scheduled for next week and then they will prepare for next fall.
- Committee Member Griffith reported the Salinas Valley High Tech agricultural laser that gets towed behind a tractor and zaps weeds!
- Director Hendrix reported that she just completed her online review of Mr. James.
- Director Giomi reported Carson City is updating its Master Plan. The first draft with the contractors' water model and the Master Plan are in sync.
- Director Hales reported Lindsey Chichester at the UNR Cooperative Extension in Douglas County has taken a position with 4H. UNR is changing its model to hiring specialty areas and then collaborating the knowledge base over a wider area. Douglas County wants their specialist area to be knowledgeable in water and have them work with CWSD.
- Director Schuette reported she appreciated the one-on-one with Mr. James discussing growth and the need for frequent outreach working towards a common understanding of water issues.
- Director Stodieck discussed how 15 years ago cooperative extension was eliminated in all counties. He feels statewide coverage is important. Ms. Hunt commented that historically there were great people in these roles, but when they retired there was no one to replace them.

Item #15 For Discussion Only: Public Comment - None

There being no further business before the Board, Chairperson Workman adjourned the meeting at 7:41 pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #7

TREASURER'S REPORT

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Balance Sheet

As of May 31, 2024

05/31/24

Cash Basis

	<u>May 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	39,493.57
1014-00 · Local Gov't Inv. Pool-Regular	1,094,067.46
1030-00 · Petty Cash	285.91
Total Checking/Savings	<u>1,133,846.94</u>
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	<u>500.00</u>
Total Current Assets	<u>1,134,346.94</u>
TOTAL ASSETS	<u>1,134,346.94</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	24,979.38
3362-00 · Accrued sick leave	65,334.98
Total Other Current Liabilities	<u>90,314.36</u>
Total Current Liabilities	<u>90,314.36</u>
Total Liabilities	90,314.36
Equity	
4000-00 · Fund Balance	584,456.61
Net Income	459,575.97
Total Equity	<u>1,044,032.58</u>
TOTAL LIABILITIES & EQUITY	<u>1,134,346.94</u>

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

July 2023 through May 2024

	Jul '23 - May 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5007-00 · Storey County Contribution	19,637.00	17,665.04	1,971.96	111.2%
5008-00 · Alpine Co. Joint Powers contrib	13,088.75	13,088.75		100.0%
5009-00 · Churchill County Ad Valorem	233,695.82	257,925.40	-24,229.58	90.6%
5010-00 · Lyon County Ad Valorem	233,053.28	239,718.66	-6,665.38	97.2%
5011-00 · Douglas County Ad Valorem	759,906.90	747,737.96	12,168.94	101.6%
5012-00 · Carson City Ad Valorem	539,639.22	535,257.11	4,382.11	100.8%
5022-00 · Water Lease - Mud Lake	59,073.50	58,000.00	1,073.50	101.9%
5023-00 · Water Lease-Lost Lakes	780.00	880.00	-100.00	88.6%
5031-00 · Interest Income-LGIP Gen.Fund	39,154.43	16,587.80	22,566.63	236.0%
5050-00 · Watershed Coordinator Grant				
5050-15 · NDEP WS COORD VI 2023	75,305.43	126,600.00	-51,294.57	59.5%
Total 5050-00 · Watershed Coordinator Grant	75,305.43	126,600.00	-51,294.57	59.5%
5058-00 · 208 Water Quality Plan				
5058-06 · NDEP 208 Water Quality AG	13,784.45	20,171.00	-6,386.55	68.3%
Total 5058-00 · 208 Water Quality Plan	13,784.45	20,171.00	-6,386.55	68.3%
5060-00 · Misc. Income/Watershed Tour	7,515.95	6,000.00	1,515.95	125.3%
5082-00 · Alpine Co.-CASGEM Grant		1,250.00	-1,250.00	
5101-00 · State Parks Aquatic Trail Grant	21,745.25	25,030.00	-3,284.75	86.9%
5406-00 · NDEM 30-Yr Drought Plan	109,027.63	119,400.00	-10,372.37	91.3%
6007-00 · FEMA-MAS #12	115,761.92	124,000.00	-8,238.08	93.4%
6008-00 · FEMA - COMS #1	368,337.44	491,400.00	-123,062.56	75.0%
Total Income	2,609,506.97	2,800,711.72	-191,204.75	93.2%
Expense				
7015-00 · Salaries & Wages	455,098.97	529,400.00	-74,301.03	86.0%
7020-00 · Employee Benefits	189,504.08	212,800.00	-23,295.92	89.1%
7021-00 · Workers Comp Ins.	740.90	1,000.00	-259.10	74.1%
7101-00 · Director's Fees				
7101-01 · Director Benefits	146.54		146.54	100.0%
7101-02 · Director's Fees-Alpine Co.	1,680.00		1,680.00	100.0%
7101-00 · Director's Fees - Other	9,071.21	18,000.00	-8,928.79	50.4%
Total 7101-00 · Director's Fees	10,897.75	18,000.00	-7,102.25	60.5%
7102-00 · Insurance	6,001.04	5,400.00	601.04	111.1%
7103-00 · Office Supplies	1,908.48	4,800.00	-2,891.52	39.8%
7104-00 · Postage	1,335.80	1,600.00	-264.20	83.5%
7105-00 · Rent	37,558.40	40,972.80	-3,414.40	91.7%
7106-00 · Telephone/Internet	4,756.32	5,300.00	-543.68	89.7%
7107-00 · Travel-transport/meals/lodging				
7107-01 · Car Allowance	5,750.00		5,750.00	100.0%
7107-00 · Travel-transport/meals/lodging - Other	8,049.89	19,000.00	-10,950.11	42.4%
Total 7107-00 · Travel-transport/meals/lodging	13,799.89	19,000.00	-5,200.11	72.6%
7108-00 · Dues & Publications	790.00	1,600.00	-810.00	49.4%
7109-00 · Miscellaneous Expense	145.00	1,000.00	-855.00	14.5%
7110-00 · Conferences & Education	1,025.00	3,500.00	-2,475.00	29.3%
7111-00 · Office Equipment	2,985.26	6,600.00	-3,614.74	45.2%
7112-00 · Bank Charges	35.00	50.00	-15.00	70.0%
7114-00 · Outside Professional Services	18,238.36	21,677.76	-3,439.40	84.1%
7115-00 · Accounting	16,612.75	16,800.00	-187.25	98.9%
7116-00 · Legal	20,000.00	30,000.00	-10,000.00	66.7%
7117-00 · Lost Lakes Expenses	12,296.80	15,000.00	-2,703.20	82.0%
7118-00 · Mud Lake O & M	1,498.42	1,500.00	-1.58	99.9%
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		1,000.00	-1,000.00	
7120-55 · NDEP WS COORD VI 2023				
7120-56 · NDEP WS COORD VI 2023 (MATCH)	4,212.33	18,550.00	-14,337.67	22.7%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

05/31/24

July 2023 through May 2024

Cash Basis

	Jul '23 - May 24	Budget	\$ Over Budget	% of Budget
7120-55 · NDEP WS COORD VI 2023 - Other	19,351.40	55,900.00	-36,548.60	34.6%
Total 7120-55 · NDEP WS COORD VI 2023	23,563.73	74,450.00	-50,886.27	31.7%
Total 7120-00 · Integrated Watershed Programs	23,563.73	75,450.00	-51,886.27	31.2%
7126-01 · NDEM 30-Year Drought Plan	135,649.12	90,000.00	45,649.12	150.7%
7127-00 · State Parks Aquatic Trail	28,757.17	19,770.00	8,987.17	145.5%
7215-03 · Sierra NV Journeys 23-24		3,279.00	-3,279.00	
7218-00 · Douglas Cty LID Project (MATCH)	40.61		40.61	100.0%
7332-09 · RW CCR Work Days 23-24	10,870.98	30,000.00	-19,129.02	36.2%
7337-00 · Carson River Restoration				
7337-02 · Dayton Valley Conservation Dist				
7337-39 · DVCD Pardere Ricci EXT6/30/24	5,432.02		5,432.02	100.0%
7337-40 · DVCD Bank Stab & Bridge 23-24	30,866.30	100,000.00	-69,133.70	30.9%
Total 7337-02 · Dayton Valley Conservation Dist	36,298.32	100,000.00	-63,701.68	36.3%
7337-03 · The Nature Conservancy				
7337-50 · Reveg & Bank Stab EXT 12/23	3,975.38		3,975.38	100.0%
Total 7337-03 · The Nature Conservancy	3,975.38		3,975.38	100.0%
Total 7337-00 · Carson River Restoration	40,273.70	100,000.00	-59,726.30	40.3%
7337-01 · Carson Valley Conserv District				
7337-30 · CVCD Carson River Repairs 23-24	174,957.99	215,000.00	-40,042.01	81.4%
Total 7337-01 · Carson Valley Conserv District	174,957.99	215,000.00	-40,042.01	81.4%
7337-04 · Lahontan Conserv.Dist				
7337-46 · LCD Clearing & Sand Bars 23-24	225.40	29,500.00	-29,274.60	0.8%
Total 7337-04 · Lahontan Conserv.Dist	225.40	29,500.00	-29,274.60	0.8%
7404-00 · Noxious Weeds Control-CR Wtrshd		90,000.00	-90,000.00	
7406-00 · 208 Water Quality Mgmt. Plan		3,340.00	-3,340.00	
7406-04 · NDEP 208 Water Qual AG 2022-23	4,125.57		4,125.57	100.0%
7440-72 · MB Web Access Match-Hosting Fee	7,200.00	7,200.00		100.0%
7441-00 · FEMA - MAS #12				
7441-02 · CC Southeast ADMP - KH	25,858.50	25,858.00	0.50	100.0%
7441-03 · VC 6-Mile Cyn ADMP-Lumos	29,109.40	29,110.00	-0.60	100.0%
7441-04 · Buckeye Creek -JEF	4,938.00	4,940.00	-2.00	100.0%
7441-07 · Trvl/Hotel/Meals/Conf/Mileage	1,487.36	2,025.00	-537.64	73.4%
7441-08 · FAW/HWM-Ads/Materials/Supplies	17,336.66	31,475.00	-14,138.34	55.1%
7441-00 · FEMA - MAS #12 - Other	315.12		315.12	100.0%
Total 7441-00 · FEMA - MAS #12	79,045.04	93,408.00	-14,362.96	84.6%
7442-00 · FEMA - COMS 1				
7442-01 · Stagecoach ADMP - JEF	140,020.00	193,505.00	-53,485.00	72.4%
7442-02 · North Silver Springs ADMP - KH	59,970.00	63,520.00	-3,550.00	94.4%
7442-03 · Walker River Flood Risk - MB	22,877.14	44,221.00	-21,343.86	51.7%
7442-04 · Fish Springs - J-U-B	112,425.00	134,089.00	-21,664.00	83.8%
7442-05 · FAW/HWM-Ads/Materials/Supplies	1,144.80	15,000.00	-13,855.20	7.6%
7442-06 · Trvl/Hotel/Meals/Conf/Mileage	1,638.43	2,365.00	-726.57	69.3%
7442-07 · CR Floodplain Mgmt Plan -MB		10,000.00	-10,000.00	
7442-00 · FEMA - COMS 1 - Other	337.96		337.96	100.0%
Total 7442-00 · FEMA - COMS 1	338,413.33	462,700.00	-124,286.67	73.1%
7500-00 · USGS Monitoring Contracts				
7500-05 · USGS Stream Flow Gages 23-25	57,676.50	89,603.00	-31,926.50	64.4%
7510-01 · USGS CR Basin GW & WQ 23-25	33,150.00	44,200.00	-11,050.00	75.0%
7526-01 · USGS Middle Carson GW 2020-24	10,553.34	15,739.74	-5,186.40	67.0%
7529-00 · USGS Water Resources 2022-25**	12,582.50	12,582.50		100.0%
Total 7500-00 · USGS Monitoring Contracts	113,962.34	162,125.24	-48,162.90	70.3%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

July 2023 through May 2024

	Jul '23 - May 24	Budget	\$ Over Budget	% of Budget
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM		5.00	-5.00	
7600-15 · AWG Programs 23-24	22,500.00	30,000.00	-7,500.00	75.0%
Total 7600-00 · Alpine County Projects	22,500.00	30,005.00	-7,505.00	75.0%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	125,000.00	125,000.00		100.0%
Total 7610-00 · Douglas County Projects	125,000.00	125,000.00		100.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7620-00 · Carson City Projects	62,500.00	125,000.00	-62,500.00	50.0%
7640-00 · Churchill County Projects				
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24	12,853.00	15,000.00	-2,147.00	85.7%
7640-22 · Dixie Valley Wtr Lvl 2022-25	20,285.38	23,000.00	-2,714.62	88.2%
Total 7640-00 · Churchill County Projects	33,138.38	38,000.00	-4,861.62	87.2%
7700-00 · PROJECTS PAID BY LGIP FUNDS				
7600-16 · AWG WF Priority (FD LGIP) 23-25	3,859.94		3,859.94	100.0%
7610-19 · Pinenut Ck LOMR-FEMA Resp-HDR	6,784.00		6,784.00	100.0%
7620-18 · Clear Creek LOMR (FEMA Rsp)SCSI	5,945.00		5,945.00	100.0%
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25	35,694.88	90,000.00	-54,305.12	39.7%
7640-31 · TCID CR Diversion Dam 23-24	50,000.00		50,000.00	100.0%
7640-32 · Emergency Levee Repairs-DoCty	81,371.38		81,371.38	100.0%
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS	183,655.20	90,000.00	93,655.20	204.1%
Total Expense	2,179,106.78	2,725,777.80	-546,671.02	79.9%
Net Ordinary Income	430,400.19	74,933.92	355,466.27	574.4%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		552,926.50	-552,926.50	
8009-00 · Trans. In-Floodplain Mgmt. Fd.	157,692.90	7,200.00	150,492.90	2,190.2%
8015-00 · Trans. In-Acq/Const. Fund	36,482.88	90,000.00	-53,517.12	40.5%
Total Other Income	194,175.78	650,126.50	-455,950.72	29.9%
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund	75,000.00	75,000.00		100.0%
8008-00 · Preliminary Planning		400,000.00	-400,000.00	
8014-00 · Trans. Out-Floodplain Mgmt. Fd.	90,000.00	90,000.00		100.0%
Total Other Expense	165,000.00	565,000.00	-400,000.00	29.2%
Net Other Income	29,175.78	85,126.50	-55,950.72	34.3%
Net Income	459,575.97	160,060.42	299,515.55	287.1%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

May 2024

	May 24	Jul '23 - May 24
Ordinary Income/Expense		
Income		
5007-00 · Storey County Contribution		19,637.00
5008-00 · Alpine Co. Joint Powers contrib		13,088.75
5009-00 · Churchill County Ad Valorem		233,695.82
5010-00 · Lyon County Ad Valorem		233,053.28
5011-00 · Douglas County Ad Valorem	7,183.05	759,906.90
5012-00 · Carson City Ad Valorem	9,814.63	539,639.22
5022-00 · Water Lease - Mud Lake	59,073.50	59,073.50
5023-00 · Water Lease-Lost Lakes		780.00
5031-00 · Interest Income-LGIP Gen.Fund	4,341.51	39,154.43
5050-00 · Watershed Coordinator Grant		
5050-15 · NDEP WS COORD VI 2023		75,305.43
Total 5050-00 · Watershed Coordinator Grant		75,305.43
5058-00 · 208 Water Quality Plan		
5058-06 · NDEP 208 Water Quality AG	-3.21	13,784.45
Total 5058-00 · 208 Water Quality Plan	-3.21	13,784.45
5060-00 · Misc. Income/Watershed Tour	6,241.34	7,515.95
5101-00 · State Parks Aquatic Trail Grant		21,745.25
5406-00 · NDEM 30-Yr Drought Plan		109,027.63
6007-00 · FEMA-MAS #12		115,761.92
6008-00 · FEMA - COMS #1		368,337.44
Total Income	86,650.82	2,609,506.97
Expense		
7015-00 · Salaries & Wages	39,315.12	455,098.97
7020-00 · Employee Benefits	18,045.52	189,504.08
7021-00 · Workers Comp Ins.		740.90
7101-00 · Director's Fees		
7101-01 · Director Benefits		146.54
7101-02 · Director's Fees-Alpine Co.	240.00	1,680.00
7101-00 · Director's Fees - Other		9,071.21
Total 7101-00 · Director's Fees	240.00	10,897.75
7102-00 · Insurance		6,001.04
7103-00 · Office Supplies	-91.51	1,908.48
7104-00 · Postage	31.96	1,335.80
7105-00 · Rent	3,414.40	37,558.40
7106-00 · Telephone/Internet	370.52	4,756.32
7107-00 · Travel-transport/meals/lodging		
7107-01 · Car Allowance	500.00	5,750.00
7107-00 · Travel-transport/meals/lodging - Other	358.52	8,049.89
Total 7107-00 · Travel-transport/meals/lodging	858.52	13,799.89
7108-00 · Dues & Publications	116.00	790.00
7109-00 · Miscellaneous Expense	100.00	145.00
7110-00 · Conferences & Education	-1,206.95	1,025.00
7111-00 · Office Equipment		2,985.26
7112-00 · Bank Charges		35.00
7114-00 · Outside Professional Services	4,737.50	18,238.36
7115-00 · Accounting		16,612.75
7116-00 · Legal	2,000.00	20,000.00
7117-00 · Lost Lakes Expenses	180.00	12,296.80
7118-00 · Mud Lake O & M	1,498.42	1,498.42
7120-00 · Integrated Watershed Programs		
7120-55 · NDEP WS COORD VI 2023		
7120-56 · NDEP WS COORD VI 2023 (MATCH)		4,212.33
7120-55 · NDEP WS COORD VI 2023 - Other	65.45	19,351.40

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

	May 24	Jul '23 - May 24
Total 7120-55 · NDEP WS COORD VI 2023	65.45	23,563.73
Total 7120-00 · Integrated Watershed Programs	65.45	23,563.73
7126-01 · NDEM 30-Year Drought Plan	3,068.31	135,649.12
7127-00 · State Parks Aquatic Trail		28,757.17
7218-00 · Douglas Cty LID Project (MATCH)		40.61
7332-09 · RW CCR Work Days 23-24		10,870.98
7337-00 · Carson River Restoration		
7337-02 · Dayton Valley Conservation Dist		
7337-37 · DVCD Projects Inv. EXT 6/30/23		
7337-39 · DVCD Pardere Ricci EXT6/30/24	1,472.49	5,432.02
7337-40 · DVCD Bank Stab & Bridge 23-24	15,821.22	30,866.30
Total 7337-02 · Dayton Valley Conservation Dist	17,293.71	36,298.32
7337-03 · The Nature Conservancy		
7337-50 · Reveg & Bank Stab EXT 12/23		3,975.38
Total 7337-03 · The Nature Conservancy		3,975.38
Total 7337-00 · Carson River Restoration	17,293.71	40,273.70
7337-01 · Carson Valley Conserv District		
7337-30 · CVCD Carson River Repairs 23-24		174,957.99
Total 7337-01 · Carson Valley Conserv District		174,957.99
7337-04 · Lahontan Conserv.Dist		
7337-44 · LCD- Lower Carson 21-22(EXT)		
7337-45 · LCD Clearing & Sand Bars 22-23		
7337-46 · LCD Clearing & Sand Bars 23-24		225.40
Total 7337-04 · Lahontan Conserv.Dist		225.40
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-04 · Noxious Weed Control-Lyon Co.		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-04 · NDEP 208 Water Qual AG 2022-23		4,125.57
7440-72 · MB Web Access Match-Hosting Fee	7,200.00	7,200.00
7441-00 · FEMA - MAS #12		
7441-02 · CC Southeast ADMP - KH		25,858.50
7441-03 · VC 6-Mile Cyn ADMP-Lumos		29,109.40
7441-04 · Buckeye Creek -JEF		4,938.00
7441-07 · Trvl/Hotel/Meals/Conf/Mileage		1,487.36
7441-08 · FAW/HWM-Ads/Materials/Supplies		17,336.66
7441-00 · FEMA - MAS #12 - Other		315.12
Total 7441-00 · FEMA - MAS #12		79,045.04
7442-00 · FEMA - COMS 1		
7442-01 · Stagecoach ADMP - JEF	7,346.50	140,020.00
7442-02 · North Silver Springs ADMP - KH	2,325.00	59,970.00
7442-03 · Walker River Flood Risk - MB		22,877.14
7442-04 · Fish Springs - J-U-B		112,425.00
7442-05 · FAW/HWM-Ads/Materials/Supplies		1,144.80
7442-06 · Trvl/Hotel/Meals/Conf/Mileage		1,638.43
7442-00 · FEMA - COMS 1 - Other	53.16	337.96
Total 7442-00 · FEMA - COMS 1	9,724.66	338,413.33
7500-00 · USGS Monitoring Contracts		
7500-04 · USGS Stream Flow Gauges 21-23		
7500-05 · USGS Stream Flow Gages 23-25		57,676.50

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

May 2024

05/31/24

Cash Basis

	May 24	Jul '23 - May 24
7508-04 · DoCo WQ/GW Mon. 2021-23		
7510-01 · USGS CR Basin GW & WQ 23-25		33,150.00
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-23		
7526-01 · USGS Middle Carson GW 2020-24		10,553.34
7529-00 · USGS Water Resources 2022-25**		12,582.50
Total 7500-00 · USGS Monitoring Contracts		113,962.34
7600-00 · Alpine County Projects		
7600-15 · AWG Programs 23-24		22,500.00
Total 7600-00 · Alpine County Projects		22,500.00
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00
Total 7610-00 · Douglas County Projects		125,000.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
Total 7620-00 · Carson City Projects		62,500.00
7640-00 · Churchill County Projects		
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24		12,853.00
7640-22 · Dixie Valley Wtr Lvl 2022-25		20,285.38
Total 7640-00 · Churchill County Projects		33,138.38
7700-00 · PROJECTS PAID BY LGIP FUNDS		
7600-16 · AWG WF Priority (FD LGIP) 23-25		3,859.94
7610-19 · Pinenut Ck LOMR-FEMA Resp-HDR		6,784.00
7620-18 · Clear Creek LOMR (FEMA Rsp)SCSI		5,945.00
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25	6,385.75	35,694.88
7640-31 · TCID CR Diversion Dam 23-24		50,000.00
7640-32 · Emergency Levee Repairs-DoCty		81,371.38
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS	6,385.75	183,655.20
Total Expense	113,347.38	2,179,106.78
Net Ordinary Income	-26,696.56	430,400.19
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.	7,200.00	157,692.90
8015-00 · Trans. In-Acq/Const. Fund	6,385.75	36,482.88
Total Other Income	13,585.75	194,175.78
Other Expense		
8002-00 · Transfer Out-Acq/Const Fund		75,000.00
8014-00 · Trans. Out-Floodplain Mgmt. Fd.		90,000.00
Total Other Expense		165,000.00
Net Other Income	13,585.75	29,175.78
Net Income	-13,110.81	459,575.97

Balance Sheet

As of May 31, 2024

	<u>May 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Acqui/Cons	1,271,030.86
Total Checking/Savings	<u>1,271,030.86</u>
Total Current Assets	<u>1,271,030.86</u>
TOTAL ASSETS	<u>1,271,030.86</u>
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	1,174,775.03
Net Income	96,255.83
Total Equity	<u>1,271,030.86</u>
TOTAL LIABILITIES & EQUITY	<u>1,271,030.86</u>

Profit & Loss Budget vs. Actual

July 2023 through May 2024

	<u>Jul '23 - May 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Acqui/Co	57,738.71	35,446.32	22,292.39	162.9%
Total Income	57,738.71	35,446.32	22,292.39	162.9%
Expense				
8015-04 · Construction Projects		1,100,000.00	-1,100,000.00	
8015-05 · Lyon Cty Utility ROW Hwy 50 SS	36,482.88	90,000.00	-53,517.12	40.5%
Total Expense	36,482.88	1,190,000.00	-1,153,517.12	3.1%
Net Ordinary Income	21,255.83	-1,154,553.68	1,175,809.51	-1.8%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		1,181,544.00	-1,181,544.00	
8001-01 · Transfer In from General Fund	75,000.00	75,000.00		100.0%
Total Other Income	75,000.00	1,256,544.00	-1,181,544.00	6.0%
Net Other Income	75,000.00	1,256,544.00	-1,181,544.00	6.0%
Net Income	96,255.83	101,990.32	-5,734.49	94.4%

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Profit & Loss YTD Comparison

May 2024

	<u>May 24</u>	<u>Jul '23 - May 24</u>
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Acqui/Co	5,608.80	57,738.71
Total Income	5,608.80	57,738.71
Expense		
8015-05 · Lyon Cty Utility ROW Hwy 50 SS	6,385.75	36,482.88
Total Expense	6,385.75	36,482.88
Net Ordinary Income	-776.95	21,255.83
Other Income/Expense		
Other Income		
8001-01 · Transfer In from General Fund		75,000.00
Total Other Income		75,000.00
Net Other Income		75,000.00
Net Income	-776.95	96,255.83

Floodplain Management Fund
Balance Sheet
As of May 31, 2024

	May 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	327,719.66
Total Checking/Savings	327,719.66
Total Current Assets	327,719.66
TOTAL ASSETS	327,719.66
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	376,462.69
Net Income	-48,743.03
Total Equity	327,719.66
TOTAL LIABILITIES & EQUITY	327,719.66

5:20 PM

05/31/24

Cash Basis

Floodplain Management Fund Profit & Loss Budget vs. Actual July 2023 through May 2024

	Jul '23 - May 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	18,949.87	6,526.50	12,423.37	290.4%
Total Income	18,949.87	6,526.50	12,423.37	290.4%
Expense				
8009-01 · Reg. Flood Preliminary Planning	81,371.38	105,658.00	-24,286.62	77.0%
Total Expense	81,371.38	105,658.00	-24,286.62	77.0%
Net Ordinary Income	-62,421.51	-99,131.50	36,709.99	63.0%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	217,550.00	-217,550.00	0.0%
8001-03 · Trans. In	90,000.00	90,000.00	0.00	100.0%
Total Other Income	90,000.00	307,550.00	-217,550.00	29.3%
Other Expense				
8009-07 · Web Hosting (MB)	7,200.00	7,200.00	0.00	100.0%
8009-09 · TCID Diversion Dam 23-24	50,000.00	50,000.00	0.00	100.0%
8009-10 · AWG Geomorpholoical Study 23-25	3,859.94	83,350.00	-79,490.06	4.6%
8009-11 · ChCty PMR EXT 12/31/23 HDR	2,532.58	44,342.00	-41,809.42	5.7%
8009-12 · Clear Creek LOMR (FEMA Rsp)SCSI	5,945.00	0.00	5,945.00	100.0%
8009-13 · Pinenut Creek LOMR-ADM HDR	6,784.00	0.00	6,784.00	100.0%
Total Other Expense	76,321.52	184,892.00	-108,570.48	41.3%
Net Other Income	13,678.48	122,658.00	-108,979.52	11.2%
Net Income	-48,743.03	23,526.50	-72,269.53	-207.2%

Floodplain Management Fund Profit & Loss YTD Comparison May 2024

	May 24	Jul '23 - May 24
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	1,587.19	18,949.87
Total Income	1,587.19	18,949.87
Expense		
8009-01 · Reg. Flood Preliminary Planning	0.00	81,371.38
Total Expense	0.00	81,371.38
Net Ordinary Income	1,587.19	-62,421.51
Other Income/Expense		
Other Income		
8001-03 · Trans. In	0.00	90,000.00
Total Other Income	0.00	90,000.00
Other Expense		
8009-07 · Web Hosting (MB)	7,200.00	7,200.00
8009-09 · TCID Diversion Dam 23-24	0.00	50,000.00
8009-10 · AWG Geomorpholoical Study 23-25	0.00	3,859.94
8009-11 · ChCty PMR EXT 12/31/23 HDR	0.00	2,532.58
8009-12 · Clear Creek LOMR (FEMA Rsp)SCSI	0.00	5,945.00
8009-13 · Pinenut Creek LOMR-ADM HDR	0.00	6,784.00
Total Other Expense	7,200.00	76,321.52
Net Other Income	-7,200.00	13,678.48
Net Income	-5,612.81	-48,743.03

AGENDA ITEM #8

PAYMENT OF BILLS

5:11 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/24

Transaction Detail by Account

Cash Basis

May 2024

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 - Cash in Checking - U. S. Bank						
Check	05/01/2024	11078	Euronev, Ltd.	#74334 May Rent	-3,414.40	-3,414.40
Deposit	05/01/2024			Deposit	588.22	-2,826.18
Deposit	05/02/2024			Deposit	700.00	-2,126.18
Check	05/02/2024	11079	Dayton Valley Conservation District	1st Qtr Payments FY 23/24	-17,293.71	-19,419.89
Check	05/02/2024	11080	Braulio Fernandez	Invoice #2	-87.50	-19,507.39
Check	05/02/2024	11081	JE Fuller Hydrology & Geomorpholog...	#P3987.01- 15	-7,346.50	-26,853.89
Check	05/02/2024	11082	Division of Water Resources	Renewal Fee WRS #1134	-20.00	-26,873.89
Check	05/03/2024	11083	Nevada State Engineer	Lost Lakes Temporary Permit	-180.00	-27,053.89
Check	05/03/2024	11084	Pacific Office Automation	Acct #710047	-33.18	-27,087.07
Check	05/09/2024	11085	Carson City	CWSD Payroll #10	-28,731.13	-55,818.20
Check	05/09/2024	11086	Lumos & Assoc., Inc.	Invoice #122488	-3,062.50	-58,880.70
Check	05/09/2024	11087	Water Master	Mud Lake Water Right 2023-24	-1,498.42	-60,379.12
Check	05/09/2024	11088	Friends of Sutro Tunnel	Donation	-100.00	-60,479.12
Check	05/09/2024	11089	Kimley-Horn & Associates, Inc.	Invoice #28011827	-2,325.00	-62,804.12
Deposit	05/13/2024			Deposit	178.98	-62,625.14
Check	05/20/2024	11090	Nevada Appeal	Acct# 2092; Ad#43212	-96.00	-62,721.14
Check	05/20/2024	11091	Michael Baker International, Inc.	Inv#1212294	-7,200.00	-69,921.14
Check	05/20/2024	11092	Lyon County Utilities Dept.	HWY 50 ROW	-6,385.75	-76,306.89
Deposit	05/20/2024			Deposit	178.98	-76,127.91
Deposit	05/20/2024			Deposit	18,651.24	-57,476.67
Check	05/20/2024	11093	VOID	VOID		-57,476.67
Deposit	05/21/2024			Deposit	178.05	-57,298.62
Check	05/21/2024	11094	King & Russo, Ltd.	Professional Services April 2024	-2,000.00	-59,298.62
General Jo...	05/22/2024			Lyon County HWY 50 ROW	6,385.75	-52,912.87
General Jo...	05/22/2024			MB Web Access System Annual Hosting Fee	7,200.00	-45,712.87
Deposit	05/22/2024			Deposit	178.98	-45,533.89
Deposit	05/23/2024			Deposit	178.05	-45,355.84
Check	05/23/2024	11095	Edwin James	Bd Mtg Meal 5/22/2024	-403.46	-45,759.30
Check	05/23/2024	11096	Carson City	CWSD Payroll #11	-29,129.51	-74,888.81
Check	05/23/2024	11097	Charles Dobson	MAY Director Fee	-80.00	-74,968.81
Check	05/23/2024	11098	David Griffith	MAY Director Fee	-160.00	-75,128.81
Deposit	05/24/2024			Deposit	357.03	-74,771.78
Deposit	05/29/2024			Deposit	61,695.97	-13,075.81
Deposit	05/29/2024			Deposit	178.05	-12,897.76
Deposit	05/31/2024			Deposit	350.00	-12,547.76
Check	05/31/2024	11099	Bank of America	Acct. #4024 4910 0003 3949	-440.47	-12,988.23
Check	05/31/2024	11100	Truckee Meadows Parks Foundation	Americorps Inv #473	-4,650.00	-17,638.23
Total 1013-00 - Cash in Checking - U. S. Bank					-17,638.23	-17,638.23
1014-00 - Local Gov't Inv. Pool-Regular						
Deposit	05/01/2024			Interest	4,341.51	4,341.51
Total 1014-00 - Local Gov't Inv. Pool-Regular					4,341.51	4,341.51
1030-00 - Petty Cash						
General Jo...	05/31/2024			MAY Petty Cash Replenishment/Balance	185.91	185.91
Total 1030-00 - Petty Cash					185.91	185.91
3307-00 - CC Payroll Due						
General Jo...	05/09/2024			Payroll #10 (4/19/2024-5/2/2024)	-28,731.13	-28,731.13
Check	05/09/2024	11085	Carson City	Payroll #10 (4/19/2024-5/2/2024)	28,731.13	
General Jo...	05/23/2024			Payroll #11 (5/3/2024-5/16/2024)	-29,129.51	-29,129.51
Check	05/23/2024	11096	Carson City	Payroll #11 (5/3/2024-5/16/2024)	29,129.51	
Total 3307-00 - CC Payroll Due						
5011-00 - Douglas County Ad Valorem						
Deposit	05/20/2024	749591	Douglas County Treasurer	April Ad Valorem Taxes	-7,183.05	-7,183.05
Total 5011-00 - Douglas County Ad Valorem					-7,183.05	-7,183.05
5012-00 - Carson City Ad Valorem						
Deposit	05/20/2024	90311...	Carson City	April Ad Valorem Taxes	-9,814.63	-9,814.63
Total 5012-00 - Carson City Ad Valorem					-9,814.63	-9,814.63
5022-00 - Water Lease - Mud Lake						
Deposit	05/29/2024	90311...	Carson City	10/1/2023-3/31/24 Water Use	-59,073.50	-59,073.50
Total 5022-00 - Water Lease - Mud Lake					-59,073.50	-59,073.50
5031-00 - Interest Income-LGIP Gen.Fund						
Deposit	05/01/2024			Interest	-4,341.51	-4,341.51
Total 5031-00 - Interest Income-LGIP Gen.Fund					-4,341.51	-4,341.51
5058-00 - 208 Water Quality Plan						
5058-06 - NDEP 208 Water Quality AG						

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	05/31/2024			May Copies	3.21	3.21
			Total 5058-06 · NDEP 208 Water Quality AG		3.21	3.21
			Total 5058-00 · 208 Water Quality Plan		3.21	3.21
5060-00 · Misc. Income/Watershed Tour						
Deposit	05/01/2024		Michael Baker International, Inc.	GOTB Event Sponsorship (\$600 inc/ 1 registration)	-588.22	-588.22
Deposit	05/02/2024	33836...	Frances Campbell	GOTB Registration - Frances Campbell	-175.00	-763.22
Deposit	05/02/2024	10987	Stagecoach GID	GOTB Registration - Steven Acree	-175.00	-938.22
Deposit	05/02/2024	749261	Douglas County Treasurer	GOTB Registration - Erik Nilssen	-175.00	-1,113.22
Deposit	05/02/2024	90311...	Carson City	GOTB Registration - Amanda Singleton	-175.00	-1,288.22
Deposit	05/13/2024		Sarah Fichtner	GOTB Registration: Sarah Fichtner	-178.98	-1,467.20
Deposit	05/20/2024		Julia Hoeh	GOTB Registration: Julia Hoeh	-178.98	-1,646.18
Deposit	05/20/2024	121	Candace Evart	GOTB Registration: Candace Evart (Weds ONLY)	-100.00	-1,746.18
Deposit	05/20/2024	71458	Resource Concepts, Inc	GOTB Sponsorship Level 3	-300.00	-2,046.18
Deposit	05/21/2024		Larry Butcher	GOTB Registration: Larry Butcher	-178.05	-2,224.23
Deposit	05/22/2024		Elizabeth Jack	GOTB Registration: Elizabeth Jack	-178.98	-2,403.21
Deposit	05/23/2024		Andrea Jacobsma	GOTB Registration: Andrea Jacobsma	-178.05	-2,581.26
Deposit	05/24/2024		Paula Boardman	GOTB Registration: Paula Boardman	-178.98	-2,760.24
Deposit	05/24/2024		Zachary Lamebull	GOTB Registration: Zachary Lamebull	-178.05	-2,938.29
Deposit	05/29/2024	1002	Maria Munoz Robles	GOTB Registration: Maria Munoz Robles	-175.00	-3,113.29
Deposit	05/29/2024	163	Jeff Weagel	GOTB Registrations: Jeff Weagel & Sierra Clark	-350.00	-3,463.29
Deposit	05/29/2024	2087	Alpine Watershed Group	GOTB Registrations: Isabella Kurta, Rachel Keiffer ...	-525.00	-3,988.29
Deposit	05/29/2024	17437	Vidler Water Company, Inc.	GOTB Sponsor include/PlusRegistrations: Hoerth; ...	-1,550.00	-5,538.29
Deposit	05/29/2024		Lisa Sheppard	GOTB Registration: Robert Zeyer	-178.05	-5,716.34
General Jo...	05/31/2024			Mike Cabbie GOTB Registration	-175.00	-5,891.34
Deposit	05/31/2024	94215...	Carson City	GOTB Registrations: Jodi Roan & Elliott Piercy	-350.00	-6,241.34
			Total 5060-00 · Misc. Income/Watershed Tour		-6,241.34	-6,241.34
7015-00 · Salaries & Wages						
General Jo...	05/09/2024			Salary Payroll #10 Hunt	3,522.91	3,522.91
General Jo...	05/09/2024			Salary Payroll #10 James	7,242.10	10,765.01
General Jo...	05/09/2024			Salary Payroll #10 Marsh	2,904.65	13,669.66
General Jo...	05/09/2024			Salary Payroll #10 Neddenriep	3,068.12	16,737.78
General Jo...	05/09/2024			Salary Payroll #10 Schambra	2,781.49	19,519.27
General Jo...	05/23/2024			Salary Payroll #11 Hunt	3,956.50	23,475.77
General Jo...	05/23/2024			Salary Payroll #11 James	7,242.10	30,717.87
General Jo...	05/23/2024			Salary Payroll #11 Marsh	2,747.63	33,465.50
General Jo...	05/23/2024			Salary Payroll #11 Neddenriep	3,068.13	36,533.63
General Jo...	05/23/2024			Salary Payroll #11 Schambra	2,781.49	39,315.12
			Total 7015-00 · Salaries & Wages		39,315.12	39,315.12
7020-00 · Employee Benefits						
General Jo...	05/09/2024			Benies Payroll #10 Hunt	1,854.76	1,854.76
General Jo...	05/09/2024			Benies Payroll #10 James	3,179.20	5,033.96
General Jo...	05/09/2024			Benies Payroll #10 Marsh	1,021.92	6,055.88
General Jo...	05/09/2024			Benies Payroll #10 Neddenriep	1,503.08	7,558.96
General Jo...	05/09/2024			Benies Payroll #10 Schambra	1,402.90	8,961.86
General Jo...	05/23/2024			Benies Payroll #11 Hunt	2,006.31	10,968.17
General Jo...	05/23/2024			Benies Payroll #11 James	3,179.20	14,147.37
General Jo...	05/23/2024			Benies Payroll #11 Marsh	992.17	15,139.54
General Jo...	05/23/2024			Benies Payroll #11 Neddenriep	1,503.08	16,642.62
General Jo...	05/23/2024			Benies Payroll #11 Schambra	1,402.90	18,045.52
			Total 7020-00 · Employee Benefits		18,045.52	18,045.52
7101-00 · Director's Fees						
7101-01 · Director Benefits						
General Jo...	05/09/2024			Director Benies Payroll #10 Gardner (No meetings th...		
General Jo...	05/09/2024			Director Benies Payroll #10 Giomi (No meetings this ...		
General Jo...	05/09/2024			Director Benies Payroll #10 Hales (No meetings this ...		
General Jo...	05/09/2024			Director Benies Payroll #10 Hendrix (No meetings thi...		
General Jo...	05/09/2024			Director Benies Payroll #10 Hindle (No meetings this...		
General Jo...	05/09/2024			Director Benies Payroll #10 Koerner (No meetings th...		
General Jo...	05/09/2024			Director Benies Payroll #10 Nelson (No meetings thi...		
General Jo...	05/09/2024			Director Benies Payroll #10 Schank (No meetings thi...		
General Jo...	05/09/2024			Director Benies Payroll #10 Scharmman (No meeting...		
General Jo...	05/09/2024			Director Benies Payroll #10 Schuette (No meetings t...		
General Jo...	05/09/2024			Director Benies Payroll #10 Sterrett (No meetings thi...		
General Jo...	05/09/2024			Director Benies Payroll #10 Stodieck (No meetings t...		
General Jo...	05/09/2024			Director Benies Payroll #10 Workman (No meetings ...		
General Jo...	05/23/2024			Director Benies Payroll #11 Gardner (No meetings th...		
General Jo...	05/23/2024			Director Benies Payroll #11 Giomi (No meetings this ...		
General Jo...	05/23/2024			Director Benies Payroll #11 Hales (No meetings this ...		
General Jo...	05/23/2024			Director Benies Payroll #11 Hendrix (No meetings thi...		
General Jo...	05/23/2024			Director Benies Payroll #11 Hindle (No meetings this...		
General Jo...	05/23/2024			Director Benies Payroll #11 Koerner (No meetings th...		

5:11 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/24

Transaction Detail by Account

Cash Basis

May 2024

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	05/23/2024			Director Benies Payroll #11 Nelson (No meetings thi...		
General Jo...	05/23/2024			Director Benies Payroll #11 Schank (No meetings thi...		
General Jo...	05/23/2024			Director Benies Payroll #11 Scharmamm (No meetings...		
General Jo...	05/23/2024			Director Benies Payroll #11 Schuette (No meetings t...		
General Jo...	05/23/2024			Director Benies Payroll #11 Sterrett (No meetings thi...		
General Jo...	05/23/2024			Director Benies Payroll #11 Stodieck (No meetings t...		
General Jo...	05/23/2024			Director Benies Payroll #11 Workman (No meetings ...		
Total 7101-01 · Director Benefits						
7101-02 · Director's Fees-Alpine Co.						
Check	05/23/2024	11097	Charles Dobson	MAY Alpine County Director Fee	80.00	80.00
Check	05/23/2024	11098	David Griffith	MAY Alpine County Director Fee (5/14 Finance Co...	160.00	240.00
Total 7101-02 · Director's Fees-Alpine Co.					240.00	240.00
7101-00 · Director's Fees - Other						
General Jo...	05/09/2024			Director Fee Payroll #10 Gardner (No meetings this ...		
General Jo...	05/09/2024			Director Fee Payroll #10 Giomi (No meetings this pa...		
General Jo...	05/09/2024			Director Fee Payroll #10 Hales (No meetings this pa...		
General Jo...	05/09/2024			Director Fee Payroll #10 Hendrix (No meetings this p...		
General Jo...	05/09/2024			Director Fee Payroll #10 Hindle (No meetings this pa...		
General Jo...	05/09/2024			Director Fee Payroll #10 Koerner (No meetings this ...		
General Jo...	05/09/2024			Director Fee Payroll #10 Nelson (No meetings this p...		
General Jo...	05/09/2024			Director Fee Payroll #10 Schank (No meetings this p...		
General Jo...	05/09/2024			Director Fee Payroll #10 Scharmamm (No meetings t...		
General Jo...	05/09/2024			Director Fee Payroll #10 Schuette (No meetings this ...		
General Jo...	05/09/2024			Director Fee Payroll #10 Sterrett (No meetings this p...		
General Jo...	05/09/2024			Director Fee Payroll #10 Stodieck (No meetings this ...		
General Jo...	05/09/2024			Director Fee Payroll #10 Workman (No meetings thi...		
General Jo...	05/23/2024			Director Fee Payroll #11 Gardner (No meetings this ...		
General Jo...	05/23/2024			Director Fee Payroll #11 Giomi (No meetings this pa...		
General Jo...	05/23/2024			Director Fee Payroll #11 Hales (No meetings this pa...		
General Jo...	05/23/2024			Director Fee Payroll #11 Hendrix (No meetings this p...		
General Jo...	05/23/2024			Director Fee Payroll #11 Hindle (No meetings this pa...		
General Jo...	05/23/2024			Director Fee Payroll #11 Koerner (No meetings this ...		
General Jo...	05/23/2024			Director Fee Payroll #11 Nelson (No meetings this p...		
General Jo...	05/23/2024			Director Fee Payroll #11 Schank (No meetings this p...		
General Jo...	05/23/2024			Director Fee Payroll #11 Scharmamm (No meetings L...		
General Jo...	05/23/2024			Director Fee Payroll #11 Schuette (No meetings this ...		
General Jo...	05/23/2024			Director Fee Payroll #11 Sterrett (No meetings this p...		
General Jo...	05/23/2024			Director Fee Payroll #11 Stodieck (No meetings this ...		
General Jo...	05/23/2024			Director Fee Payroll #11 Workman (No meetings thi...		
Total 7101-00 · Director's Fees - Other						
Total 7101-00 · Director's Fees					240.00	240.00
7103-00 · Office Supplies						
Check	05/03/2024	11084	Pacific Office Automation	April - Color Copies	26.70	26.70
Check	05/03/2024	11084	Pacific Office Automation	April - Excess B&W Copies	6.48	33.18
Deposit	05/20/2024	1035	River Wranglers	April Copies	-46.61	-13.43
General Jo...	05/31/2024			Replace lost keys	12.91	-0.52
General Jo...	05/31/2024			Debbie Neddenriep -Copies	-1.02	-1.54
General Jo...	05/31/2024			Debbie Neddenriep -Copies	-0.33	-1.87
General Jo...	05/31/2024			May Copies	-89.64	-91.51
Total 7103-00 · Office Supplies					-91.51	-91.51
7104-00 · Postage						
Check	05/31/2024	11099	Bank of America	Finance Comm Agenda Pkg Mail	31.96	31.96
Total 7104-00 · Postage					31.96	31.96
7105-00 · Rent						
Check	05/01/2024	11078	Euronev, Ltd.	May Rent	3,414.40	3,414.40
Total 7105-00 · Rent					3,414.40	3,414.40
7106-00 · Telephone/Internet						
Check	05/31/2024	11099	Bank of America	Credit from QuickBooks-due to auto upgrade cancell...	-19.00	-19.00
Check	05/31/2024	11099	Bank of America	May - ZOOM	15.99	-3.01
Check	05/31/2024	11099	Bank of America	Vonage Phone System - MAY	142.55	139.54
Check	05/31/2024	11099	Bank of America	Spectrum Internet - MAY	119.98	259.52
Check	05/31/2024	11099	Bank of America	MAY - Microsoft 395	75.00	334.52
Check	05/31/2024	11099	Bank of America	MAY - Microsoft 395	6.00	340.52
Check	05/31/2024	11099	Bank of America	MAY - Quick Books Online	30.00	370.52
Total 7106-00 · Telephone/Internet					370.52	370.52
7107-00 · Travel-transport/meals/lodging						

Type	Date	Num	Name	Memo	Paid Amount	Balance
7107-01 · Car Allowance						
General Jo...	05/09/2024			Car Allowance Payroll #10 James	250.00	250.00
General Jo...	05/23/2024			Car Allowance Payroll #11 James	250.00	500.00
Total 7107-01 · Car Allowance					500.00	500.00
7107-00 · Travel-transport/meals/lodging - Other						
Check	05/23/2024	11095	Edwin James	Bd Mtg Meal 5/22/2024	403.46	403.46
Deposit	05/29/2024	1812	David Griffith	Bd Mtg Guest Meal 5/22/24	-22.47	380.99
General Jo...	05/31/2024			Ed James - 5/22/24 Bd Mtg Guest Meal-Ryan Shaver	-22.47	358.52
Total 7107-00 · Travel-transport/meals/lodging - Other					358.52	358.52
Total 7107-00 · Travel-transport/meals/lodging					858.52	858.52
7108-00 · Dues & Publications						
Check	05/02/2024	11082	Division of Water Resources	State Water Right Surveyor License #1134 Renewal...	20.00	20.00
Check	05/20/2024	11090	Nevada Appeal	FY 24/25 Budget Hearing Notice Published 5-11-23	96.00	116.00
Total 7108-00 · Dues & Publications					116.00	116.00
7109-00 · Miscellaneous Expense						
Check	05/09/2024	11088	Friends of Sutro Tunnel	Donation in appreciation of 5/22/24 Board Tour	100.00	100.00
Total 7109-00 · Miscellaneous Expense					100.00	100.00
7110-00 · Conferences & Education						
Deposit	05/20/2024	5001	Lindsay Marsh	FEMA Reimbursement for Lindsay's Training	-1,206.95	-1,206.95
Total 7110-00 · Conferences & Education					-1,206.95	-1,206.95
7114-00 · Outside Professional Services						
Check	05/02/2024	11080	Braulio Fernandez	Website Maintenance & Backup Services (3/5/2024-...	87.50	87.50
Check	05/31/2024	11100	Truckee Meadows Parks Foundation	Americorps- Qtr 3 INV #473	4,650.00	4,737.50
Total 7114-00 · Outside Professional Services					4,737.50	4,737.50
7116-00 · Legal						
Check	05/21/2024	11094	King & Russo, Ltd.	Professional Services April 2024 (FINAL)	2,000.00	2,000.00
Total 7116-00 · Legal					2,000.00	2,000.00
7117-00 · Lost Lakes Expenses						
Check	05/03/2024	11083	Nevada State Engineer	Lost Lakes Temporary Permit	180.00	180.00
Total 7117-00 · Lost Lakes Expenses					180.00	180.00
7118-00 · Mud Lake O & M						
Check	05/09/2024	11087	Water Master	Water Right - Mud Lake (Carson River Claimant #4...	1,498.42	1,498.42
Total 7118-00 · Mud Lake O & M					1,498.42	1,498.42
7120-00 · Integrated Watershed Programs						
7120-55 · NDEP WS COORD VI 2023						
General Jo...	05/31/2024			May Copies	27.46	27.46
Check	05/31/2024	11099	Bank of America	Bug Spray for GOTB	37.99	65.45
Total 7120-55 · NDEP WS COORD VI 2023					65.45	65.45
Total 7120-00 · Integrated Watershed Programs					65.45	65.45
7126-01 · NDEM 30-Year Drought Plan						
Check	05/09/2024	11086	Lumos & Assoc., Inc.	30-Yr Drought Plan Services 4/1/2024-4/30/2024	3,062.50	3,062.50
General Jo...	05/31/2024			May Copies	5.81	3,068.31
Total 7126-01 · NDEM 30-Year Drought Plan					3,068.31	3,068.31
7337-00 · Carson River Restoration						
7337-02 · Dayton Valley Conservation Dist						
7337-39 · DVCD Pardere Ricci EXT6/30/24						
Check	05/02/2024	11079	Dayton Valley Conservation District	1/1/2024-3/31/2024 Invoice #6	1,472.49	1,472.49
Total 7337-39 · DVCD Pardere Ricci EXT6/30/24					1,472.49	1,472.49
7337-40 · DVCD Bank Stab & Bridge 23-24						
Check	05/02/2024	11079	Dayton Valley Conservation District	1/1/2024-3/31/2024 Invoice #3	15,821.22	15,821.22
Total 7337-40 · DVCD Bank Stab & Bridge 23-24					15,821.22	15,821.22
Total 7337-02 · Dayton Valley Conservation Dist					17,293.71	17,293.71
Total 7337-00 · Carson River Restoration					17,293.71	17,293.71
7440-72 · MB Web Access Match-Hosting Fee						

5:11 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/24

Transaction Detail by Account

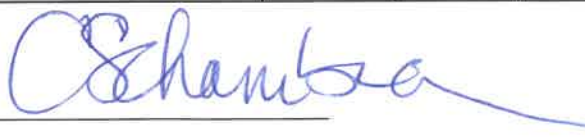
Cash Basis


May 2024

Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	05/20/2024	11091	Michael Baker International, Inc.	Web Access System Annual Hosting Fee (thru April ...	7,200.00	7,200.00
Total 7440-72 · MB Web Access Match-Hosting Fee					7,200.00	7,200.00
7442-00 · FEMA - COMS 1						
7442-01 · Stagecoach ADMP - JEF						
Check	05/02/2024	11081	JE Fuller Hydrology & Geomorpholog...	Stagecoach ADMP- 4/1/2024-4/30/2024	7,346.50	7,346.50
Total 7442-01 · Stagecoach ADMP - JEF					7,346.50	7,346.50
7442-02 · North Silver Springs ADMP - KH						
Check	05/09/2024	11089	Kimley-Horn & Associates, Inc.	N. Silver Springs ADMP -Svcs thru April 30, 2024	2,325.00	2,325.00
Total 7442-02 · North Silver Springs ADMP - KH					2,325.00	2,325.00
7442-00 · FEMA - COMS 1 - Other						
General Jo...	05/31/2024			May Copies	53.16	53.16
Total 7442-00 · FEMA - COMS 1 - Other					53.16	53.16
Total 7442-00 · FEMA - COMS 1					9,724.66	9,724.66
7700-00 · PROJECTS PAID BY LGIP FUNDS						
7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25						
Check	05/20/2024	11092	Lyon County Utilities Dept.	UES (Formerly McGinley & Assoc.) Inv#32007	6,385.75	6,385.75
Total 7630-12 · Lyon Cty HWY 50 ROW ext 6/30/25					6,385.75	6,385.75
Total 7700-00 · PROJECTS PAID BY LGIP FUNDS					6,385.75	6,385.75
8009-00 · Trans. In-Floodplain Mgmt. Fd.						
General Jo...	05/22/2024			MB Web Access System Annual Hosting Fee	-7,200.00	-7,200.00
Total 8009-00 · Trans. In-Floodplain Mgmt. Fd.					-7,200.00	-7,200.00
8015-00 · Trans. In-Acq/Const. Fund						
General Jo...	05/22/2024			Lyon County HWY 50 ROW	-6,385.75	-6,385.75
Total 8015-00 · Trans. In-Acq/Const. Fund					-6,385.75	-6,385.75
TOTAL						

**CWSD Petty Cash Transaction Record
May 2024**

<u>Date</u>	<u>G/L No.</u>	<u>Description</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>
		Starting Balance			\$100.00
5/3/24	7103-00	Icon Locksmith	\$12.91		\$87.09
	Office Supplies	Replace lost keys (Debbie Neddenriep)			
5/14/24	7103-00	Debbie Neddenriep		\$1.02	\$88.11
	Office Supplies	Copies (10 x .06 + 3 x .14)			
5/15/24	5060-00	Mike Cabble		\$175.00	\$263.11
	Misc Inc/Bus Tour	GOTB Registration			
5/21/24	7103-00	Debbie Neddenriep		\$0.33	\$263.44
	Office Supplies	Copies (3 x .11)			
5/31/24	7107-00	Ed James		\$22.47	\$285.91
	Meals	5/22/24 Bd Mtg Guest Meal (Ryan Shaver)			
		PETTY CASH BALANCE			\$285.91

Date: 5/31/24 Prepared by: 

Approved by: 

:cat

AGENDA ITEM #9



Agreement

Addressing Funding from Carson Water Subconservancy to Alpine Watershed Group for Carson River Upper Watershed Programs

This Agreement dated this 18th day of June 2024, is entered into by and between ALPINE WATERSHED GROUP, a non-profit association (hereinafter "AWG") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

WHEREAS, AWG has organized a program for Carson River Upper Watershed Programs, which is further described in Exhibit A attached hereto and incorporated herein by reference; and

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

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

WHEREAS CWSD and AWG each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS AWG has requested funding to perform work during fiscal year 2024-24 on the Carson River Upper Watershed Programs; and

WHEREAS CWSD has agreed to set aside \$30,000 for the fiscal year beginning July 1, 2024, and to grant AWG said amount to assist with the projects set forth in Exhibit A.

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

1. CONTRACT TERM:

CWSD hereby grants to AWG \$30,000 to assist with Carson River Upper Watershed Programs:

- a. As identified and described in Exhibit A.
- b. AWG will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to AWG within four (4) weeks of said request.
- d. AWG will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$30,000.
- f. This Contract shall terminate June 30, 2025, at which time AWG shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to AWG.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse AWG for all costs that occurred under this Agreement up to the date the Agreement is



terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. Each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. The parties acknowledge or agree that the contract was written and agreed by both parties.
- d. Prior to the institution of any litigation the parties agree to mediate.
- e. Prior to commencing the activities that constitute the Project, AWG shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

3. AWG SHALL PROVIDE CWSD INSURANCE AS FOLLOWS:

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



b. **Business Automobile Liability Insurance**

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

c. **Workers Compensation Insurance**

AWG will secure and maintain Workers Compensation during the period of the contract.

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

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

CWSD
 Edwin James, General Manager
 Carson Water Subconservancy District
 777 E. William St., #209
 Carson City, NV 89706
 (775) 887-7456

5. **MISCELLANEOUS:**

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal- agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties



and the Parties will each maintain ownership of their own facilities.

- i. Except as otherwise provided for by law or this 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.
- j. Failure to declare a breach or the actual waiver of any breach of this 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.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the AWG can submit expenses that have been incurred from July 1, 2024, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

ALPINE WATERSHED GROUP

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Kimra McAfee, Executive Director

Michael Workman, Chairperson

ATTEST:

ATTEST:

Zach Wood, Secretary

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

Alpine Watershed Group (AWG) seeks funding for the fiscal year 2024-25 from the Carson Water Subconservancy District for the coordination of its Upper Carson River watershed programs. AWG’s mission is to protect, conserve, and restore the watersheds of Alpine County by promoting sustainable community and science-based collaborative solutions. For 23 years, AWG has organized volunteers and inspired widespread participation to address water quality monitoring and restoration needs in Alpine County. To further the stewardship of our county’s natural resources, our organization has developed diverse partnerships around watershed issues. As the nonprofit environmental organization for the Carson River headwaters (see attached map), our positive impacts extend downstream, where the Carson River flows into Northern Nevada.

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

Alpine County attracts thousands of visitors each year from Nevada, California, and beyond. It is a popular recreation area for fishing, hiking and backpacking, river-running, and winter sports, and it is particularly well-loved by outdoor enthusiasts who reside in adjoining Nevada. The recreational offerings and magnificent nature in Alpine County depend on the clean water and riparian resources that AWG helps to protect. While it is one of AWG’s goals to expand involvement in the watershed group by Nevadans, we already have volunteers and participating stakeholders from throughout Northern Nevada. Our active participation in CWSD through its forums and Carson River Coalition working groups, as well as our contributions to newsletters and e-blasts, allow us to help educate residents of the other counties in the watershed about where the water originates and the programs AWG carries out—programs that protect and improve water quality for human use and habitat values both in Alpine County and downstream.

PROJECT GOALS AND BENEFITS:

Our organization’s goals are to:

- Monitor and restore Alpine County watersheds
- Inspire community involvement and build public awareness around watershed issues
- Build organizational capacity for a sustainable future

Our monitoring, restoration, and education programs benefit the watershed not only in Alpine County, where the Carson River headwaters are located, but also have positive impacts downstream. Protecting and enhancing the headwaters is a critical start to maintaining healthy water quality conditions throughout the watershed’s region. Our programs are consistent with the Carson River Watershed Adaptive Stewardship Plan and meet the following funding criteria:

- Provide regional benefits within the Carson River watershed
- Improve water quality
- Prevent further stream bank erosion in the long term
- Reduce flooding along the Carson River
- Improve the administration and management of river and stream systems
- Assist water users and the public in understanding current water issues



Exhibit B

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

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

Project Photos:

Before construction:



After construction:



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

AGENDA ITEM #10



Agreement

Addressing Funding from Carson Water Subconservancy to River Wranglers for Conserve Carson River Workdays Program

This Agreement dated this 18th day of June 2024, is entered into by and between RIVER WRANGLERS, a non-profit association (hereinafter "RW") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

WHEREAS RW has organized a program for flood awareness outreach to schools located in the Carson River Watershed, which is further described in Exhibit A attached hereto and incorporated herein by reference; and

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

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

WHEREAS CWSD and RW each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS RW has requested funding to perform work during fiscal year 2024-25 on the Conserve Carson River Workdays program; and

WHEREAS CWSD has agreed to set aside \$40,000 for the fiscal year beginning July 1, 2024, and to grant RW said amount to assist with the program set forth in Exhibit A; and

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

1. CONTRACT TERM:

CWSD hereby grants to RW \$40,000 to assist with Conserve Carson River Workdays Program:

- a. As identified and described in Exhibit A.
- b. RW will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to RW within four (4) weeks of said request.
- d. RW will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$40,000.
- f. This Contract shall terminate June 30, 2025, at which time RW shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.



- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to RW.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse RW for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. Each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. The parties acknowledge or agree that the contract was written and agreed by both parties.
- d. Prior to the institution of any litigation the parties agree to mediate.
- e. Prior to commencing the activities that constitute the Project, RW shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

3. RW shall provide CWSD insurance as follows:

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



- vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- viii. RW waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.

b. **Business Automobile Liability Insurance:**

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

c. **Workers Compensation Insurance**

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

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

RW

Rebecca Feldermann, Executive Director
River Wranglers
P.O. Box 1612
Dayton, NV 89403
(775) 856-9268

CWSD

Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #209
Carson City, NV 89701
(775) 887-7450

5. **MISCELLANEOUS:**

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



partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.

- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this 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.
- j. Failure to declare a breach or the actual waiver of any breach of this 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.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the RW can submit expenses that have been incurred from July 1, 2024, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.



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

RIVER WRANGLERS

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Rachel Leach, Co-Chairperson

Michael Workman, Chairperson

DATED: _____

DATED: _____

ATTEST:

ATTEST:

Kim Zuch, Secretary

Catrina Schambra, Secretary to the Board

DRAFT



Exhibit A

Project Description

River Wranglers continues to host Conserve the Carson River Workdays (CCRWD) throughout the Carson River watershed. We are thrilled to have begun the process of getting back in the classroom and at the river with students. As we continue to navigate the post-pandemic world with the schools, our workday model primarily remains the same but due to new guidelines and restrictions we have been required to sometimes make adjustments in order to continue this vital program. As allowed, we continue to go into high school FFA and science classrooms to teach high school students the necessary information and skills so that they in turn can teach elementary students at the river in a combined workday. The high school students are trained in activities that teach children about our watershed, the importance of clean water, the water cycle, and nonpoint source pollution. At the river, they become “mentors” to the younger students, spending the day with them, leading them through the activities. If high school students are unable to participate, we still provide an enriching workday with the assistance of professional volunteers from many of our partners including CWSD, NDEP, CCP&ROS, NDOW, The Nature Conservancy, RCI, and others. In addition to the educational stations, we partner with conservation districts to include river work projects that the students complete together. After workdays, elementary students are visited by River Wranglers staff to do a “wrap-up,” which reinforces the messages they learned at the river. We once again discuss nonpoint source pollution, the geography and features of the watershed, and the importance of the river and watershed to their own lives. We do a pre- and post-test with all involved students to track their increase in knowledge about the watershed and nonpoint source pollution to gauge the effectiveness of our programs.

River Wranglers wants students to value the Carson River watershed and recognize their place and role in it. We want them to understand that their actions have impacts, and that even as children, there are things they can do to help with the health of the watershed. Ultimately, our overarching goal is to bring awareness and action to nonpoint source pollution issues in our watershed. By reaching children at this impressionable age, we hope to help them recognize their relationship to the watershed and the river, and to make them care for and be aware for the duration of their lives. Furthermore, our hope is that they share this awareness with their parents, families, and other members of the community.

Our goals include reaching every student in the watershed sometime during their K-12 years. We work with many of the schools in the Carson River watershed in a given year; in some counties we work with every school. We strive to reach schools that have not been reached in the past or have not participated in events since the pandemic. High school students and their teachers who get the opportunity to participate in workdays report the benefits of increased confidence in public speaking, leadership skills, and an appreciation of working with younger children. They have an increased sense of responsibility in overseeing the teaching of students and keeping them safe during the workday. When River Wranglers staff goes back into the elementary classrooms for wrap-ups, we are greeted with enthusiasm, excitement, and thank you notes expressing appreciation for all the things they learned and often their favorite part of the workday and what station they really enjoyed. This could be learning about beaver adaptations, the journey water takes through the water cycle, why it is important to pick up their dog’s poop, planting pollinator plants, wrapping trees for beaver protection, learning about flora and fauna in their own backyard, or an overall excitement to be outside and at the river. It is especially important for these “pandemic” students to participate in these workdays as many of these 4th and 5th grade classes have never had a field trip, let alone ventured to the Carson River.

Years later, when we see the students again in high school or out in the community, they remember their field trip in 4th or 5th grade. They remember learning about their watershed and visiting the river, and they remember that they are stewards of the environment.

River Wranglers will use \$10,000 of CWSD grant award towards Flood Awareness Outreach Events.



Exhibit B

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

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

Project Photos:

Before construction:



After construction:



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

AGENDA ITEM #11



Agreement

Addressing funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for Carson River Restoration & Flood Damage Repairs

This contract dated this 18th day of June 2024, is entered into by and between CARSON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

WHEREAS CWSD and DISTRICT each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS DISTRICT has requested \$225,000 in funding during the fiscal years 2024-25 and 2025-26 for the Carson River Restoration and Flood Damage Repairs, and

WHEREAS CWSD has agreed to set aside \$225,000 for the fiscal year beginning July 1, 2024, and to grant DISTRICT said amount to assist with the Carson River Restoration and Flood Damage Repairs.

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

1. CONTRACT TERM:

- a. CWSD hereby grants DISTRICT \$225,000 to assist with Carson River Restoration and Flood Damage Repairs which is further identified and described in Exhibit A.
- b. DISTRICT will submit invoices periodically. The invoices shall be accompanied by a description of what the funds were used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit a Project Summary Report (see Exhibit B), including before and after project pictures, project goals, etc., before final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$225,000.
- f. This contract shall terminate June 30, 2026, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so by written notice to the DISTRICT.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or



eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. The parties will not waive but intend to assert available NRS chapter 41 liability limitations in all cases. The contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- b. Consistent with paragraph 2.a of this contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements described in Exhibit C.
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

DISTRICT

Rich Wilkinson, Grants Manager
Carson Valley Conservation District
1702 County Rd., Ste. A
Minden, NV 89423
(775) 782-3661 ext. 3830

CWSD

Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #209
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

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



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

5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2024, forward.
- b. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

**CARSON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Mike Hayes, CVCD Coordinator

Michael Workman, Chairperson

ATTEST:

ATTEST:

Rich Wilkinson, Grants Manager

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

Project Objectives:

Carson Valley Conservation District (CVCD) will complete flood damage repairs and bioengineering establishment at five different project locations. Proposed actions include bioengineering treatments, sediment removal, bank shaping, rock riprap barbs, and bank protection. Project objectives include:

- Utilize instream materials to reconstruct eroded banks and protect them with rock riprap and bioengineering techniques.
- Utilize sand and gravel deposits as fill materials and minimize channel migration.
- Construct rock riprap stream barbs to push thalweg to the center of the river channel and reduce hydraulic pressure directed towards the degraded riverbanks.
- Establish native vegetation to protect degraded riverbanks. Utilize bioengineering techniques such as planting willow poles, willow mats, willow fascines and container plants, and reseeding on all the proposed projects.

Projects Overview:

CVCD has prioritized flood damage repairs at five project sites on the Carson River. Two sites are located where previously completed projects sustained flood damage and require maintenance; these sites include Flying J Site #2 and Charney Site #4. Three sites are newly identified locations where CVCD has not previously performed bank stabilization activities. The first of these is Carnes Site #1, where a significant head cut has formed on the west side of the riverbank. Sustained flooding conditions in 2023 caused severe erosion resulting in the loss of 18 feet of riverbank. The second newly identified project location is Carnes Site #2, downstream of the first location. The third newly identified project location is Running River Ranch Site #2. These sites have similarly experienced vertical head cuts and severe erosion. **See site-specific project details at the end of document.**

The five proposed project sites occur over approximately 1.75 miles of the Carson River. Bank stabilization activities would significantly stabilize this entire project reach and restore the function of previous restoration work in the area. The Nevada Division of Environmental Protection has determined that this reach is impaired and in need of water quality improvement projects.

Projects Methods:

CVCD will hire a construction contractor to source fill materials, perform riverbank reconstruction, haul and place rock riprap, and install stream barbs. CVCD staff will harvest and install willow poles, willow mats, willow bundles, and willow fascines, install COIR fabric, and plant native seed. These methods will minimize soil erosion, trap sedimentation and thus improve water quality, improve wildlife habitat, and alleviate the devastating impacts of flooding for local landowners.

Projects Goals:

- Re-establish native and desirable riparian vegetation
- Stabilize eroding riverbanks
- Improve water quality
- Mitigate future sediment transport
- Improve wildlife habitat
- Increase channel capacity
- Assist Agricultural Producers with flood damage along the river



Projects Tasks:

- Initiate project stakeholder meetings
- Obtain Right of Entry Permits
- Renew or initiate permitting
- Establish landowner access with formal right-of-entry permits
- Hire a consultant for support with design and bidding documents
- Determine the need for repairs or modifications
- Solicit formal bids from contractors
- Start construction and harvesting of bioengineering materials and plants
- Purchase or rent an irrigation system
- Seasonal operation of irrigation system
- Quarterly reporting and reimbursements
- Complete construction
- Submit final reports and reimbursements

Maintenance and Measures of Success:

CVCD is mandated to maintain existing projects installed on the bed and banks of the Carson River which is owned by the State of Nevada. To meet maintenance objectives and keep existing projects functioning as designed, flood damage repairs and restoration work will occur at multiple locations.

CVCD will monitor all five proposed projects for the required 20 years. Staff will return to sites annually to determine if projects are intact and functioning as designed. Over time it is expected that improvements in the germination and growth of willows, container plants, and seeding will occur. Monitoring will ensure the projects' success in sediment trapping, the deflection of hydraulic energy away from restored banks, and the natural recruitment of riparian vegetation. GPS established photo monitoring waypoints will allow CVCD to visually record the success or failure of projects over the required period of maintenance.

Construction Methods and Equipment Used:

Equipment may vary based on each contractor's preference. However, the following equipment is typically utilized for riverbank stabilization projects as follows.

- Large dozer, typically D-8 or larger, with a semi-u blade used for pushing materials.
- Large loader with a 4 cubic yard bucket or larger used for lifting materials.
- Large backhoes used for pushing, trenching, or lifting materials.
- Skid steers are used for back dragging and lifting materials.
- Large excavators are used for trenching, lifting, and placing materials.
- Trucking equipment is used for hauling materials and equipment.

Permit Requirements:

United States Army Corp. of Engineers Nationwide Permit
Nevada Department of Environmental Protection Working Waterways Permit
Nevada Division of State Lands Right of Entry Permit
State Historic Preservation Office Archeological Section 106
Nevada Division of State Lands Right of Entry Permit
CVCD Landowner Access Owners Right of Entry Permit



Estimated Funding Sources:

Conserve Nevada Program	\$400,000.00	Submitted 12-28-23 FY 24-25
Carson Truckee Water Conservancy District	\$50,000.00	Submit in Spring FY 24-25
Carson Water Subconservancy District	\$225,000.00	Submit in Spring FY 24-25
Nevada Division of Wildlife	\$40,000.00	Submit in Spring FY 24-25
Nevada Division of Environmental Protection	\$150,000.00	Submit in Spring FY 24-25
Douglas County	\$100,000.00	Approved FY 24-25
Nevada Division of Water Resources	<u>\$250,000.00</u>	Submit in Spring FY 24-25
	\$1,215,000.00	Pending Income

DRAFT ESTIMATED PROJECT BUDGET:

CVCD will draft a specific project budget once all funding requests have been processed and granted or denied. The above estimated funding sources have been awarded in recent years but are not guaranteed. Funding totals will ultimately determine the scope of work for each of the five proposed project sites. Once funding totals are determined, a complete categorized line-item budget will be provided. This information should be available by April 2024 and will be provided to the Conserve Nevada Program. Due to the nature of river projects, quotes for construction contractors and materials will not be available until later summer once water levels are low enough for final engineering surveys to be completed. Site conditions change yearly and it is not possible to finalize plans until a few months preceding construction initiation.

Project Management	\$80,000
Administration	\$20,000
Permitting	\$50,000
Supplies	\$75,000
Vehicle Mileage	\$10,000
Equipment Fuels	\$2,500
<u>Professional Services (Below)</u>	
Environmental	\$25,000
Historical	\$7,500
Engineering, Surveying, design, Construction Stakeouts, and As-built Surveys	\$50,000
Archeological Monitors	\$20,000
Bio-engineering Crew	\$150,000
Contractor	<u>\$725,000</u>
Totals:	\$1,215,000



Exhibit B

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

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

Project Photos:
Before construction:

After construction:



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



Exhibit C

Liability Insurance

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



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

c. **Professional Liability Insurance**

- i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue for a minimum of three (3) years after the termination date of this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or canceled without 30 days' notice to CWSD.

AGENDA ITEM #12



Agreement

Addressing funding from Carson Water Subconservancy District to the LAHONTAN CONSERVATION DISTRICT for Clearing & Snagging Carson River

This contract dated this 18th day of June 2024, is entered into by and between LAHONTAN CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

WHEREAS CWSD and DISTRICT each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS DISTRICT has requested \$32,700 funding during fiscal year 2024-25 for the Clearing & Snagging Carson River project, and

WHEREAS CWSD has agreed to set aside \$32,700 for the fiscal year beginning July 1, 2024, and to grant DISTRICT said amount to assist with the Clearing & Snagging Carson River project.

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

1. CONTRACT TERM:

- a. CWSD hereby grants to DISTRICT \$32,700 to assist with Clearing & Snagging Carson River project which is further identified and described in Exhibit A.
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$32,700.
- f. This contract shall terminate June 30, 2025, at which time DISTRICT shall have one (1) month



thereafter to submit its final invoice for payment related to work performed under this contract.

- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to the DISTRICT.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. The parties will not waive but intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- b. Consistent with paragraph 2.a of this contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit C.
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

DISTRICT
Christy Sullivan, District Clerk
Lahontan Conservation District
111 Sheckler Road
Fallon, NV 89406
(775) 423-5124 ext. 101

CWSD
Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #209
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

- a. This contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts



of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

- c. This contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this contract.
- d. This contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this contract.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this 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.
- j. Failure to declare a breach or the actual waiver of any breach of this 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.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2024, forward.



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

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

DATED: _____

DATED: _____

**LAHONTAN
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Neil Olsen, Chairperson

Michael Workman, Chairperson

ATTEST:

ATTEST:

Morena Hesper, Treasurer/Secretary

Catrina Schambra, Secretary to the Board

DRAFT



Exhibit A

Project Description

This project is an ongoing effort to create a river channel that is clear of obstructions/abstraction and provides a free flow at natural choke points. For example, Highway 50, Highway 95 and Bafford Bridges has historically been clogged by debris during high water flooding events. Obstructions in these locations causes back up and overflow that moves into residential housing areas in both the county and city of Fallon. Locations where sediment caused islands changed the flow, eroded banks, or blocked flows under bridge. Removal of sediment will provide debris/ obstructions to flow downstream more freely.

This project will prevent and minimize property loss and other damage during flood conditions. Riverbank stabilization after sediment removal will minimize erosion, improve water quality, and re-establish native vegetation. Maintaining a clear channel will enable the citizens to utilize the river for recreation. Maintaining an adequate velocity of the river flow prevents stagnant pools from developing where mosquitoes can propagate and create health issues for residents along the course of the Carson River.

It takes a combination of debris, foliage, beaver dam and sediment removal to maintain a clear channel. This work effort provides the following benefits on an annual basis and must also be maintained and continued to overcome the normal foliage growth, discarding of manmade debris and natural obstructions that enter the channel repeatedly.

Downstream benefits to improve the Carson River Watershed:

- Minimize stream bank erosion, improve water quality, and re-establish native vegetation.
- Reduce flooding risk along the Carson River, particularly to residential and commercial development. Reduce flood damage risk to water and sewage infrastructure installed in Churchill County.
- Improve the administration and management of the river and stream system.
- Improve the opportunities for citizens to use the river for recreational purposes.
- Maintaining a clean/clear river channel will improve water quality and aid the overall stewardship plan.



Exhibit B

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

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

Project Photos:
Before construction:

After construction:



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



Exhibit C Liability Insurance

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



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

c. **Professional Liability Insurance**

- i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

AGENDA ITEM #13



Agreement

Addressing funding from Carson Water Subconservancy District to the DAYTON VALLEY CONSERVATION DISTRICT for MANAGEMENT & ADMINISTRATION

This contract dated this 18th day of June 2024, is entered into by and between DAYTON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

WHEREAS CWSD and DISTRICT each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS DISTRICT has requested \$50,000 in funding during fiscal years 2024-25 and 2025-26 for DVCD Management and Administration for a total of \$100,000, and

WHEREAS CWSD has agreed to set aside \$50,000 in funding during the fiscal years 2024-25 and 2025-26 for a total amount of \$100,000 to grant DISTRICT said amount to assist with DVCD Management and Administration.

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

1. CONTRACT TERM:

- a. CWSD hereby grants DISTRICT \$100,000 in funding during fiscal years 2024-25 and 2025-26 for DVCD Management and Administration which is further identified and described in Exhibit A.
- b. DISTRICT will submit invoices periodically. The invoices shall be accompanied by a description of what the funds were used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit a Project Summary Report (see Exhibit B), including before and after project pictures, project goals, etc., before final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$50,000 in FY 2024-25 and \$50,000 in FY 2025-26.



- f. This contract shall terminate June 30, 2026, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to the DISTRICT.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. The parties will not waive but intend to assert available NRS chapter 41 liability limitations in all cases. The contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- b. Consistent with paragraph 2.a of this contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements described in Exhibit C.
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or canceled without 30 days' notice to CWSD.

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

DISTRICT
Ty Minor, Chairperson
Dayton Valley Conservation District
34 Lakes Blvd. PO Box 1807
Dayton, NV 89403
(775) 246-6220 ext. 1878

CWSD
Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #209
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

- a. This contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved



- by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. This contract may only be amended with the consent of both parties. Any amendments must be written and executed with the same formality as this contract.
 - d. This contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied), statutory or otherwise, concerning the subject of this contract.
 - e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
 - f. The Parties agree to keep and maintain, under generally accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
 - g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
 - h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
 - i. Except as otherwise provided for by law or this 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.
 - j. Failure to declare a breach or the actual waiver of any breach of this contract or its material or nonmaterial terms by either Party shall not operate as a waiver by this Party of any of its rights or remedies as to any other breach.
 - k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
 - l. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2024, forward.
- b. The parties hereto represent and warrant that the person executing this contract on behalf of



each party has full power and authority to enter into this contract and that the parties are authorized by law to engage in cooperative action set forth herein.

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

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

DATED: _____

DATED: _____

**DAYTON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Ty Minor, Chairperson

Michael Workman, Chairperson

ATTEST:

ATTEST:

Madison Batz, Administrative Assistant

Catrina Schambra, Secretary to the Board

DRAFT



Exhibit A Project Description

PROJECT DESCRIPTION:

History: Dayton Valley Conservation District began in 1996 as the Middle Carson River Coordinated Resource Management Plan, or Middle Carson River CRMP. In 1999 the CRMP became the Dayton Valley Conservation District. Since its inception, the primary source of funding for Management and Administrative staff has come from the Carson Truckee Water Conservancy District. This funding remained in place until 2013. During that 17-year span, with its management and administrative costs covered through these funds (\$80,000 annually as of 2013), DVCD completed over 40 major construction projects, and multiple repairs, and brought over \$15,000,000 into the local economy.

Since the loss of annual personnel and overhead funding in 2013, DVCD has covered those expenses through grant funds, with approximately \$50,000 per year coming from grants awarded by the Carson Water Subconservancy District.

While DVCD has been able to complete one major project and multiple repair projects, the use of project funds to cover staff and overhead has hindered DVCD's ability to successfully complete river projects. DVCD is on-schedule to complete the Pradere/Ricci/Dayton Bridge project in late 2024, and the weed program is staged to start up again, as well, with broad efforts throughout the Middle Carson watershed.

In order to restore the effective implementation of designated project funds, DVCD must obtain a reliable and consistent source of funding and maintain a committed source of operational funding during the period leading up to the establishment of consistent funding.

Project: DVCD has the opportunity to establish a dedicated source of funding, which we hope will be approved/established in late 2026. Having begun to look into the process and the political/geographical ramifications, there is much to address and accomplish during the upcoming 2.5 years. We do, however, believe that DVCD can accomplish this through a coordinated effort involving community outreach and education, successful completion of the Pradere/Ricci/Bridge project in 2024, and widely visible conservation/restoration efforts that are beneficial to the greater population within the conservation district.

Continuing to utilize project funding for personnel and overhead costs is not a tenable approach. We understand this. DVCD is requesting a 2-year commitment from CWSD to provide annual funding to cover non-project-related personnel and overhead in order to facilitate the accomplishment of DVCD becoming self-supporting beginning in 2027.

Over the next 2.5 years, in addition to the Pradere/Ricci/Bridge project, Dayton Valley CD will be executing a large-scale noxious weed/habitat restoration effort that includes an extensive public relations element. There is a significant amount of time and effort required, outside of these endeavors, to continue the daily function of district matters, and to work on the coordination, education, and implementation of the efforts to secure funding.

Funding sources on the application are indicative of several key elements. The primary being that sufficient funds exist for project work on Ricci/Pradere to be completed in late 2024, and that the groundwork has been laid for successful completion of river and weed projects during the upcoming 2-year period.

PROJECT GOALS AND BENEFITS:

The goal of DVCD is to successfully complete the projects that are currently on the slate, and in so doing, establish broad public awareness and support of the DVCD mission with visible outcomes that benefit the broad population of Central Lyon County. The successful completion of the Pradere/Ricci/Bridge projects, the implementation of successful noxious weed/habitat restoration throughout the Middle Carson watershed, and the engagement of the public through public events, social media, and other avenues are expected to contribute to broader public awareness and support for DVCD and its efforts.

Since 1996, DVCD has quietly performed projects that have protected vital riparian areas, agricultural lands, public open spaces, water quality, and habitat restoration. In order for these efforts to continue for years to come, DVCD is in critical need of a consistent source of dedicated funding. In order to accomplish this, DVCD needs a funding source to cover ordinary and customary daily management, administrative, and



operational functions. These are a large portion of the personnel and operational expenses, and necessary for both the function and survival of DVCD.

Having a two-year source of said funds will allow DVCD to:

- 1) Complete ongoing/planned projects that enhance and support riparian function, water quality, floodplain restoration/protection, public education/engagement, and noxious weed control.
- 2) Avoid continued spending of project-related funding on management/administrative costs.
- 3) Successfully conduct the necessary efforts to establish public support for and designated funding for the ongoing and successful implementation of broad-reaching conservation efforts within the watershed of the Middle Carson River.
- 4) Establish a program at DVCD that is widely identified and supported within the community.

DRAFT



Exhibit B

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

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

Project Photos:
Before construction:

After construction:



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



Exhibit C

Liability Insurance

- a. **General Liability Insurance** Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, Contractor shall maintain commercial general liability (CGL) as follows:
- i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
 - v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
 - vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
 - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the contract.
 - viii. Contractor waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. The insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.
 - ix. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- b. **Business Automobile Liability Insurance**
- i. Contractors shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
 - ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.



- iii. Contractor waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

c. **Professional Liability Insurance**

- i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue for a minimum of three (3) years after termination date of this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

DRAFT

AGENDA ITEM #%



Agreement

Addressing funding from Carson Water Subconservancy District to the DAYTON VALLEY CONSERVATION DISTRICT for WEED/RESTORATION CREW PROJECT

This contract dated this 18th day of June 2024, is entered into by and between DAYTON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT"), and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

WHEREAS CWSD and DISTRICT each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS DISTRICT has requested \$30,000 in funding during fiscal years 2024-25 and 2025-26 for the Weed/Restoration Crew project for a total of \$60,000, and

WHEREAS CWSD has agreed to set aside \$30,000 in funding during the fiscal years 2024-25 and 2025-26 for a total amount of \$60,000 to grant DISTRICT said amount to assist with the Weed/Restoration Crew project.

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

1. CONTRACT TERM:

- a. CWSD hereby grants to DISTRICT \$60,000 in funding during fiscal years 2024-25 and 2025-26 for the Weed/Restoration Crew project which is further identified and described in Exhibit A.
- b. DISTRICT will submit invoices periodically. The invoices shall be accompanied by a description of what the funds were used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit a Project Summary Report (see Exhibit B), including before and after project pictures, project goals, etc., before final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$30,000 in FY 2024-25 and \$30,000 in FY 2025-26.
- f. This contract shall terminate June 30, 2026, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this



contract.

- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to the DISTRICT.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. The parties will not waive but intend to assert available NRS chapter 41 liability limitations in all cases. The contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- b. Consistent with paragraph 2.a of this contract, each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- c. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements described in Exhibit C.
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or canceled without 30 days' notice to CWSD.

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

DISTRICT
Ty Minor, Chairperson
Dayton Valley Conservation District
34 Lakes Blvd. PO Box 1807
Dayton, NV 89403
(775) 246-6220 ext. 1878

CWSD
Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #209
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

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



- c. This contract may only be amended with the consent of both parties. Any amendments must be written and executed with the same formality as this contract.
- d. This contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied), statutory or otherwise, concerning the subject of this contract.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under generally accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this 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.
- j. Failure to declare a breach or the actual waiver of any breach of this contract or its material or nonmaterial terms by either Party shall not operate as a waiver by this Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2024, forward.
- b. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This contract shall be entered into with duplicate originals, realizing that each entity, by



necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

**DAYTON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Ty Minor, Chairperson

Michael Workman, Chairperson

ATTEST:

ATTEST:

Madison Batz, Administrative Assistant

Catrina Schambra, Secretary to the Board

DRAFT



Exhibit A Project Description

PROJECT DESCRIPTION:

With assistance from the Nevada Dept. of Agriculture/USFS, Dayton Valley Conservation District is preparing to embark on a multiple-year noxious weed management and treatment project that will encompass not only the riparian corridor and adjacent floodplains but also several primary drainages that feed the middle Carson River in Lyon County. These areas include the Moundhouse Industrial Complex, Daney Canyon, Six Mile Canyon in Lyon County, Gold Canyon in Lyon County, lower Eldorado Canyon, and the riparian corridor and adjacent floodplains of the Carson River between Dayton Valley to and including the Fort Churchill area.

In the late Spring of 2024, DVCD will be hiring a Conservation Technician, and at least one 9-month seasonal employee in order to address noxious weed control, revegetation, and habitat restoration within the aforementioned areas.

Additionally, Noxious Weed funding from CWSD will be applied to this project, with emphasis given not only to appropriate weed treatments but coordinated restoration of treated and surrounding areas. The CWSD funds will offset some personnel costs related to the Conservation Tech, and will also address equipment maintenance/repair, supply and seed acquisition, and public information/education materials designed to inform area residents through USPS mail programs, social media posts, and public forums.

Specifically, the requested \$30,000 (to be requested next fiscal year, as well) will be applied primarily toward the hiring of at least one member of staff to assist the Conservation Tech during the spring, summer and fall months. Efficient and effective weed treatments require precise and rapid applications that are better accomplished with multiple personnel. Some funds, as required, may be applied to the acquisition/maintenance/repair of related equipment and supplies.

PROJECT GOALS AND BENEFITS:

Not only will this project greatly reduce noxious weed populations, but associated revegetation and reseeded efforts will increase the resiliency of treated and surrounding lands and increase floodplain permeability and effectiveness.

Public relations and education efforts will not be limited to noxious weeds but will include watershed and floodplain education to improve community awareness related not only to the natural processes, but to the vital role that Dayton Valley Conservation District has maintained in protecting and enhancing these processes in and around this community.

Simply put, DVCD has the equipment and expertise to perform large-scale and effective noxious weed control and restoration work. We have lacked the staff over the last 4 seasons to accomplish this type of work. The pooling of the NDA/USFS grant, CWSD Weed grants, and these requested funds (over two years) will enable DVCD to reestablish control of noxious weed populations while making visible and functional improvements to the riparian area, the flood plain, adjacent agricultural and private lands, and to multiple tributaries of the Middle Carson River.



Exhibit B

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

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

Project Photos:
Before construction:

After construction:



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



Exhibit C

Liability Insurance

- a. **General Liability Insurance** Prior to commencement and for the duration of activities that constitute the Project that is the subject of this Contract, Contractor shall maintain commercial general liability (CGL) as follows:
- i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
 - v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
 - vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
 - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the contract.
 - viii. Contractor waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. The insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.
 - ix. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- b. **Business Automobile Liability Insurance**
- i. Contractors shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
 - ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
 - iii. Contractor waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by



the automobile liability or other liability insurance obtained by Contractor pursuant to this Contract.

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

c. **Professional Liability Insurance**

- i. Contractor shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Effective date: Prior to commencement of the performance of this Contract.
- iii. Contractor will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the CWSD. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, Contractor shall purchase Extended Reporting Period coverage for claims arising out of Contractor's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue for a minimum of three (3) years after termination date of this Contract.
- iv. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

DRAFT

AGENDA ITEM #15



INTERLOCAL CONTRACT

Addressing funding from Carson Water Subconservancy District to Storey County for Six Mile Canyon Culverts Project

This contract dated this 18th day of June 2024, is entered into by and between Storey County, a political subdivision of the State of Nevada (hereinafter "STOREY COUNTY") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH

WHEREAS STOREY COUNTY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

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

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

WHEREAS CWSD and STOREY COUNTY each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS STOREY COUNTY has requested \$36,500 funding for fiscal year 2024-25 for STOREY COUNTY Six Mile Canyon Culverts Project, and

WHEREAS CWSD has agreed to set aside \$36,500 for the fiscal year beginning July 1, 2024, and to grant STOREY COUNTY said amount to assist with the STOREY COUNTY Six Mile Canyon Culverts Project.

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

1. CONTRACT SCOPE AND TERM:

- a. CWSD hereby grants to STOREY COUNTY \$36,500 to assist with STOREY COUNTY Six Mile Canyon Culverts Project which is further identified and described in Exhibit A; and
- b. STOREY COUNTY will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to STOREY COUNTY within four (4) weeks of said request.
- d. STOREY COUNTY will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$36,500.
- f. This Contract shall terminate June 30, 2025 at which time STOREY COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to STOREY COUNTY.
- h. Notwithstanding any other provision of this contract, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this contract



immediately in writing. CWSD will reimburse STOREY COUNTY for all costs that occurred under this contract up to the date the contract is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. Each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys’ fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys’ fees and costs for the indemnified party’s chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the STOREY COUNTY Six Mile Canyon Culverts Project, STOREY COUNTY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days’ notice to CWSD.
- d. If STOREY COUNTY hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Section 3.
- e. The parties acknowledge or agree that the contract was written and agreed by both parties.
- f. Prior to the institution of any litigation the parties agree to mediate.
- g. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this contract does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this contract. The Parties agree that, in the event one Party is awarded attorney’s fees against the other for any reason, the rate applied to recoverable attorney’s fees shall not exceed the rate of \$125 per hour. The liability of CWSD shall be limited to the \$36,500 appropriated by CWSD for purposes of this contract.

3. STOREY COUNTY shall provide CWSD insurance as follows:

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the STOREY COUNTY Six Mile Canyon Culverts Project that is the subject of this Contract, STOREY COUNTY shall maintain commercial general liability (CGL) as follows:
 - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products- completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
 - v. CWSD, its officers, employees and immune contractors shall be included as an insured



under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.

- vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- viii. STOREY COUNTY waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. The insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.

b. Business Automobile Liability Insurance:

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

4. **NOTICE:**

For invoicing and notice purposes, the address of each party is as follows:

Storey County Public Works
 Jason Wierzbicki
 P.O. Box435
 Virginia City, NV 89440
 (775) 847-0958

CWSD
 Edwin James
 777 E. William St., Suite 209
 Carson City, NV 89701
 (775) 887-7456

5. **MISCELLANEOUS:**

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in STOREY COUNTY. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied),



statutory or otherwise, with respect to the subject of this Contract.

- e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal- agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this 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.
- j. Failure to declare a breach or the actual waiver of any particular breach of this 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.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in STOREY COUNTY. If any part of this contact is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, STOREY COUNTY can submit expenses that have been incurred from July 1, 2024, forward.



The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract and that the parties are authorized by law to engage in cooperative action set forth herein.

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

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

STOREY COUNTY

CARSON WATER
SUBCONSERVANCY DISTRICT

Austin Osborn, County Manager

Mike Workman, Chairman

Date

Date

ATTEST:

ATTEST:

Jim Hindle, Clerk-Treasurer

Catrina Schambra, Secretary to the Board

Date

Date



EXHIBIT A

Six Mile Canyon is the main drainage from Virginia City downstream to the Dayton Valley area and eventually the Carson River. The canyon is steep and narrow and contains a roadway (Six Mile Canyon Road) that is critical infrastructure to connect the Mark Twain neighborhood of Storey County to Virginia City. Many Dayton Valley residents also utilize the roadway for a faster route to the Reno area. When storm events occur, the flooding of the canyon causes erosion and overtopping of the existing culverts, leaving heavy debris on the roadway and causing undercutting of banks and the roadway itself. This then causes the roadway to be closed for repairs, which then impacts emergency response and school transportation issues along with eliminating the route to Reno from the Dayton Valley area.

With assistance from the Carson Water Subconservancy District (CWSD), Storey County recently completed the Virginia City/Six Mile Area Drainage Master Plan (ADMP). This plan identified the runoff occurring within Virginia City and the impacts such runoff has on Six Mile Canyon. Project 4 identified in the VC/Six Mile ADMP discusses necessary improvements to culverts and roadside channels in Six Mile Canyon.

Storey County began the replacement of a one culvert in the Fall of 2023. Damage to the culvert identified as "minepond" had occurred with Summer 2023 storm events. The roadway had closed for a few days while sediment was removed, and areas temporarily stabilized at the site. The existing culvert at this site was small and caused overtopping of the roadway, damage to the existing culvert, along with destabilizing the drainage channel. The immediate fix was to replace the damaged culvert with two larger diameter corrugated plastic pipes however, the recommended headwalls for the culvert have not been installed as county funding had to be re-appropriated to address this emergency condition.

Our proposed project is to install headwalls on the newly replaced "minepond" culvert, along with replacing two other high priority culvert sites with headwalls for both. The "minepond" culvert because of its failure was the highest priority. Two other culverts identified as Culvert ID-7 and Culvert ID-9 are the next highest priority.

Storey County is requesting financial assistance with the completion of the headwalls for the "minepond" culvert and the replacement of Culvert ID-7 and Culvert ID-9 with headwalls for both new culverts. Storey County plans to install the improvements in late summer/early fall of 2024.



Exhibit B

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

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

Project Photos:

Before construction:

After construction:

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



AGENDA ITEM #0*



INTERLOCAL CONTRACT

Addressing Funding from Carson Water Subconservancy District to **Churchill County** for **Lahontan Valley Water Level Measurement Program**

THIS CONTRACT dated this 18th day of June 2024 is entered into by and between Churchill County, a political subdivision of the State of Nevada (hereinafter "CHURCHILL COUNTY") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, CHURCHILL COUNTY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

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

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

WHEREAS, CWSD and CHURCHILL COUNTY each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS, CHURCHILL COUNTY has requested \$48,000 over a three-year period: \$16,000 for the fiscal year 2024-25, \$16,000 for the fiscal year 2025-26, and \$16,000 for the fiscal year 2026-27 to assist with the Lahontan Valley Water Level Measurement Program; and

WHEREAS CWSD has agreed to set aside a total amount of \$48,000 over a three-year period: \$16,000 for the fiscal year 2024-25, \$16,000 for the fiscal year 2025-26, and \$16,000 for the fiscal year 2026-27 to assist with the Lahontan Valley Water Level Measurement Program.

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

1. CONTRACT SCOPE AND TERM:

- a. CWSD hereby grants to CHURCHILL COUNTY \$48,000 over a three-year period: \$16,000 for the fiscal year 2024-25, \$16,000 for the fiscal year 2025-26, and \$16,000 for the fiscal year 2026-27 to assist with the Lahontan Valley Water Level Measurement Program which is further identified and described in Exhibit A.
- b. CHURCHILL COUNTY will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to CHURCHILL COUNTY within four (4) weeks of said request.
- d. CHURCHILL COUNTY will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$48,000 over a three-year period: \$16,000 for the fiscal year 2024-25, \$16,000 for the fiscal year 2025-26, and \$16,000 for the fiscal year 2026-27.
- f. This Contract shall terminate **June 30, 2027**, at which time CHURCHILL COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board



grants the General Manager authority to do so in a written notice to CHURCHILL COUNTY.

- h. Notwithstanding any other provision of this contract, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this contract immediately in writing. CWSD will reimburse CHURCHILL COUNTY for all costs that occurred under this contract up to the date the contract is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. Each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the CHURCHILL COUNTY Lahontan Valley Water Level Measurement Program, CHURCHILL COUNTY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- d. If CHURCHILL COUNTY hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Section 3.
- e. The parties acknowledge or agree that the contract was written and agreed by both parties.
- f. Prior to the institution of any litigation the parties agree to mediate.
- g. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this contract does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this contract. The Parties agree that, in the event one Party is awarded attorney's fees against the other for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The liability of CWSD shall be limited to the \$48,000 appropriated by CWSD for purposes of this contract.

3. CHURCHILL COUNTY shall provide CWSD insurance as follows:

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the CHURCHILL COUNTY Lahontan Valley Water Level Measurement Program that is the subject of this Contract, CHURCHILL COUNTY shall maintain commercial general liability (CGL) as follows:
 - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute



form providing equivalent coverage) and shall cover liability arising from premises, operations, products- completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

- v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
- vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- viii. CHURCHILL COUNTY waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.

b. Business Automobile Liability Insurance:

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

4. NOTICE:

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

CHURCHILL COUNTY
 Attn.: Jim Barbee
 County Manager
 155 N. Taylor St., Ste. 153
 Fallon, NV 89406-2748
 (775)423-5136

CWSD
 Attn.: Edwin James
 General Manager
 777 E. William St., #209
 Carson City, NV 89701
 (775) 887-7456

5. MISCELLANEOUS:

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



- c. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
- d. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties, or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal- agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this 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.
- j. Failure to declare a breach or the actual waiver of any particular breach of this 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.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in CHURCHILL COUNTY. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.



6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, CHURCHILL COUNTY can submit expenses that have been incurred from July 1, 2024, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

CHURCHILL COUNTY

CARSON WATER
SUBCONSERVANCY DISTRICT

Myles Getto, Chairman

Mike Workman, Chairman

ATTEST:

ATTEST:

Pam Moore, Deputy Clerk to the Board

Catrina Schambra, Secretary to the Board



EXHIBIT A

The existing project entailed a detailed review of the USGS reports and water level measurements to identify potential gaps in aerial and vertical (shallow vs. intermediate aquifers) extent to determine where additional water level measurement would be useful. This resulted in approximately 28 wells completed predominately in the Intermediate aquifer being selected for water level measurement. These wells have been measured monthly since ~January 2012 and preliminary results were presented to the Churchill County BOCC and CWSD on 4/23/14 and updated again in a presentation to the Churchill County BOCC on 2/1/18. In May 2014 approximately 7 more Intermediate aquifer wells were added to the program to fill in identified gaps in the NW portion of the valley. All wells have been surveyed with the County's survey grade GPS unit to obtain accurate coordinates and well-head elevations such that vertical and horizontal gradients can be determined. The County's water level monitoring program which focuses primarily on the Intermediate aquifer compliments the USGS program which focuses mainly on the Shallow and Basalt Aquifers.

The project has regional benefits since most of the surface supply for the Newlands project and hence recharge come from the Carson River which are augmented by the Truckee River. The Churchill County Water Resource Plan Update has identified the local intermediate aquifer as the near term quasi-municipal supply and the length of time it can sustain development is contingent upon recharge from the surface water system and downward gradients from the Shallow aquifer to the Intermediate aquifer in the western portion of the basin. Due to the relative slow movement of groundwater, impacts to the Intermediate aquifer due to reductions in recharge from the Shallow aquifer were thought to take years or decades to fully manifest, however recovery of water levels in 2016 – 2017 seem to contradict this. Ongoing monitoring is critical to further understand the rate of decline in water levels during drought years and subsequent recovery during wetter years. Furthermore, the State Engineer relies on water level data when making many water resource and water rights decisions.

The ongoing funding request is for an additional three-year term through FY26/27; however, it is anticipated for this program to be successful as a long-term management tool, it be continued as an ongoing effort.



Exhibit B

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

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

Project Photos:

Before construction:

After construction:

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



AGENDA ITEM #01



Agreement

Addressing Funding from Carson Water Subconservancy to The Nature Conservancy to Assist with Riparian Tree Planting, Wetland Enhancements, & Adaptive Grazing

This Agreement dated this 18th day of June 2024, is entered into by and between THE NATURE CONSERVANCY, a non-profit association (hereinafter "TNC") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

WHEREAS, TNC has organized a program for Riparian Revegetation & Streambank Stabilization, which is further described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

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

WHEREAS CWSD and TNC each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS TNC has requested funding of \$30,000 to perform work during fiscal year 2024-25 and \$32,089 during fiscal year 2025-26 for a total of \$62,089 on the Riparian Tree Planting, Wetland Enhancements & Adaptive Grazing project; and

WHEREAS CWSD has agreed to set aside \$30,000 for the fiscal year 2024-25 and \$32,089 during fiscal year 2025-26 for a total of \$62,089, and to grant TNC said amount to assist with the Riparian Tree Planting Wetland Enhancements & Adaptive Grazing project set forth in Exhibit A; and

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

1. CONTRACT TERM:

CWSD hereby grants to TNC \$62,089 to assist with the Riparian Tree Planting, Wetland Enhancements & Adaptive Grazing project:

- a. As identified and described in Exhibit A.
- b. TNC will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to TNC within four (4) weeks of said request.
- d. TNC will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$30,000 in FY 2024-25 and \$32,089 in FY 2025-26.
- f. This Contract shall terminate June 30, 2026, at which time TNC shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to TNC.



- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse TNC for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. Each party shall indemnify, hold harmless and defend (not excluding the others right to participate) the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. The parties acknowledge or agree that the contract was written and agreed by both parties.
- d. Prior to the institution of any litigation the parties agree to mediate.
- e. Prior to commencing the activities that constitute the Project, TNC shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

3. TNC shall provide CWSD insurance as follows:

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



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

b. **Business Automobile Liability Insurance:**

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

c. **Workers Compensation Insurance**

iv. TNC will secure and maintain Workers Compensation during the period of the contract.

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

<p>TNC Lori Leonard River Fork Ranch Preserve Manager 381 Genoa Lane Genoa, NV 89411 (775) 782-5804</p>	<p>CWSD Edwin James General Manager 777 E. William St., #209 Carson City, NV 89706 (775) 887-7456</p>
---	---

5. **MISCELLANEOUS:**

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



- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this 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.
- j. Failure to declare a breach or the actual waiver of any breach of this 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.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, TNC can submit expenses that have been incurred from July 1, 2024, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.



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

DATED: _____

DATED: _____

THE NATURE CONSERVANCY

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Mickey Hazelwood, Conservation Director

Mike Workman, Chairman

ATTEST:

ATTEST:

Lori Leonard, River Fork Ranch Preserve Manager

Catrina Schambra, Secretary to the Board

DRAFT



Exhibit A

Project Description

TNC would like to plant trees along the W. Fork of the Carson River, filter irrigation water with wetland enhancements, and implement rotational grazing to improve water quality. The goals of this project are to improve water quality & soil health by planting trees along the Carson River, creating ~1/4-acre wetlands to filter irrigation water, and rotational grazing

The Nature Conservancy's 805-acre River Fork Ranch Preserve includes a 2-mile stretch of the West Fork of the Carson River, both branches of the Brockliss Slough, and several irrigation ditches that run through the Preserve. The Preserve is managed as a wildlife preserve and working cattle operation. According to the Carson River Adaptive Stewardship Plan (CRASP), "channelization and levee construction in the Carson Valley "...has resulted in channel instability and an increase in sediment loading to the river". It also notes that agriculture inputs can add to sediment, Nitrogen, Total Phosphorus, pesticides, and bacteria in this stretch of the Carson Valley (CWSD, 2017). We are looking for effective cost-effective methods to improve water quality with riparian tree planting, enhanced wetlands to filter irrigation water before it returns to the West Fork of the Carson River, and rotational grazing.

This project would be expanding on TNC's Natural Resources Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP) cost-share grant, which is funding exclusion fencing along rivers and irrigation ditches, and watering facilities. Both are "Recommended Management Measures" for this Critical Area, mentioned in the CRASP (2017). The fence was installed Fall 2023, and the stock watering facilities will be complete by the Spring of 2024. EQIP funding will also support streambank stabilization around return flow pipes along the W. Fork of the Carson River, which will be completed within the next 1-2 years. TNC is also seeking funding through the Nevada Department of Environmental Protection (NDEP) 319(h) grant to support this project.

Practice 1: Cottonwood Planting in Five-foot Trenches

Cottonwood trees will be harvested in January or February from The Nature Conservancy's McCarran Ranch Preserve, where cottonwood trees have successfully grown from seed to heights of six-ten feet. The roots are wrapped in burlap and soaked to keep the roots damp. Trees are then transplanted into trenches dug ~3-5 feet with a backhoe in riparian areas. This places the roots at or near the water table, giving them the greatest potential for success during the dry summer months.

Practice 2: Enhanced Wetlands to filter irrigation water returning to Carson River

Wetland enhancement is the rehabilitation of a degraded wetland, and/or the modification of an existing wetland to favor specific wetland functions. For this project, we would like to create a depression (enhanced wetland) to filter pasture irrigation water before it returns to the West Fork of the Carson River. Wetland enhancements would include:

- Hydrologic enhancement (depth duration and season of inundation, and/or duration and season of soil saturation),
- Vegetative enhancement (seeding or planting of desired species to filter sediment and non-point source pollution).

Practice 3: Rotational Grazing

TNC would like to experiment with rotational grazing in some pastures. According to the USDA U.S. Department of Agriculture, rotational grazing has many potential environmental and economic advantages.

- Improves soil structure, biodiversity, cover, organic matter, and carbon sequestration
- Prevents overgrazing, reducing runoff, limiting soil erosion, and improving water quality
- Increases pasture drought resilience
- Better distributes nutrients from manure throughout a pasture
- Increases forage for livestock and animal productivity
- Reduces costs and increases profit
- Results in fewer herd health problems
- Makes livestock tamer and easier to move (with continuous handling)
- Reduces pesticide use
- Can reduce greenhouse gas emissions from livestock by eliminating manure storage facilities, improving forage quality, and sequestering soil organic carbon in rangelands



Exhibit B

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

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

Project Photos:

Before construction:



After construction:



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

AGENDA ITEM #%



Addendum to Interlocal Contract #2022-8 Agreement Between Carson Water Subconservancy District & Dayton Valley Conservation District

WHEREAS, on June 15, 2022, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and DAYTON VALLEY CONSERVATION DISTRICT (hereinafter referred to "DVCD") entered into an Agreement (hereinafter "Interlocal Agreement #2022-8") addressing funding from CWSD to DVCD for Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection (hereafter "Project"); and

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

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

NOW, THEREFORE, IT IS AGREED:

1. Due to delays to project DVCD Interlocal Contract #2022-8 shall be extended and shall terminate June 30, 2025, with a carryover of unused funds from fiscal year 2023-24.
2. All other terms of Interlocal Agreement #2022-8 shall remain in full force and effect.

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

**DAYTON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Ty Minor, Chairperson

Michael Workman, Chairperson

DATE: _____

DATE: _____

AGENDA ITEM #%



Addendum to Interlocal Contract #2023-5 Agreement Between Carson Water Subconservancy District & Dayton Valley Conservation District

WHEREAS, on June 23, 2023, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and DAYTON VALLEY CONSERVATION DISTRICT (hereinafter referred to "DVCD") entered into an Agreement (hereinafter "Interlocal Agreement #2023-5") addressing funding from CWSD to DVCD for Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection (hereafter "Project"); and

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

WHEREAS, CWSD has agreed to carry over the initial funding due to Project delays.

NOW, THEREFORE, IT IS AGREED:

1. Due to delays to project DVCD Interlocal Contract #2023-5 shall be extended and shall terminate June 30, 2025, with a carryover of unused funds from fiscal year 2023-24.
2. All other terms of Interlocal Agreement #2023-5 shall remain in full force and effect.

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

**DAYTON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Ty Minor, Chairperson

Michael Workman, Chairperson

DATE: _____

DATE: _____

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 18, 2024

SUBJECT: Agenda Item #20 –For Discussion Only: 2024 Get on the Bus! Watershed
Tour Presentation

DISCUSSION: Staff will give a presentation on the 2024 Get on the Bus! Watershed
Tour.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 18, 2024

SUBJECT: Agenda Item #21 –For Possible Action: Strategic Planning Process

DISCUSSION: At our May meeting, the Board agreed to conduct a Strategic Planning Session on November 20, 2024. The Strategic Planning Session will start around 3 pm. We will have dinner brought in and then have our regular meeting at 6:30 pm. To streamline the process, over the next several months, CWSD staff will provide information on the various programs and projects currently being conducted. Below is the draft schedule for the Board meetings leading up to the November Strategic Planning Session.

- **JUNE** - Staff will review the historic goals and focus prior to 1997, after the 1997 flood, and the 2022 strategic planning results (see attachments).
- **JULY** - Staff will review the integrated watershed planning process, Carson River Coalition, outreach, and social media.
- **AUGUST** - Staff will review floodplain management, river projects, conservation districts, Alpine Watershed Group, and River wranglers.
- **SEPTEMBER** - Staff will review invasive species, regenerative agricultural practices, and recreation.
- **OCTOBER** - Staff will review regional water supply and future funding and expenses.

In November, staff will provide all the material presented at the earlier Board meetings. At the Strategic Planning Session, the focus will be a discussion of the future goals and purpose of CWSD as well as the core functions if CWSD loses all future grant funding.

STAFF RECOMMENDATION: Provide direction to staff.

CWSD Focus Prior to 1997

Prior to 1997, CWSD's main focus was to evaluate upstream storage in Carson River Watershed. In the 1950s, congress authorized the Washoe Project. The Washoe Project looked at water storage in the upper Truckee and Carson River basins. CWSD was formed in 1959 to work with the USBR to negotiate the payback between the farmers and the federal government for the construction of the Watasheamu Reservoir on the East Fork of the Carson River. During this period CWSD was made up of the irrigation portion of 3 counties in the Carson River Watershed: Douglas County, Carson City, and Lyon County. USBR was the lead agency on the Watasheamu project. During the 1960s and 1970s, CWSD assisted with funding stream flow gauging stations and represented farmers on the Alpine Decree litigation. CWSD also helped fund channel maintenance.

In the mid- 1980s USBR conducted a benefit/cost analysis on the Watasheamu project. The results of the analysis showed a benefit/cost of less than 1. Based on this analysis, USBR withdrew support for the Watasheamu project.

In June 1987, the Nevada Legislature passed a Joint Resolution for CWSD to study upstream storage on the Carson River. In 1989, the Nevada Legislature restructured CWSD and included urban portions of Carson City. From 1989 to 1997, CWSD focused on upstream storage.

CWSD Focus After 1997 Flood

After the 1997 flood, CWSD Board stated that they wanted to get actively involved with flood damage, local stormwater projects, and stream bank repairs. In 1998, CWSD actively participated in the development of the Carson River Conference. The outcome of the conference was that the various water issues in the Carson River Watershed should be approached on an integrated basis. From this the Carson River Coalition (CRC) was formed made up of federal, state, and local entities, as well as private citizens. CWSD was requested to be the lead agency. The CWSD Board agreed to take on this responsibility. The Board also wanted more funds spent on physical projects and less on studies. The main focus of CWSD starting in 1998 was work on water supply issues, work on Carson River flooding issues, helping to fund river restoration projects, and supporting the CRC process. Over the years, CWSD has taken on other projects as requested by our partners.

2022 Strategic Planning Session Survey Results

Below are the results of the Carson Water Subconservancy District’s Board Survey, translated into graphs for ease of viewing. The Survey consisted of 23 questions with three choices of “High”, “Medium”, and “Low”, meant to function as a guide for prioritizing CWSD’s future projects and a jumping off point for discussion.

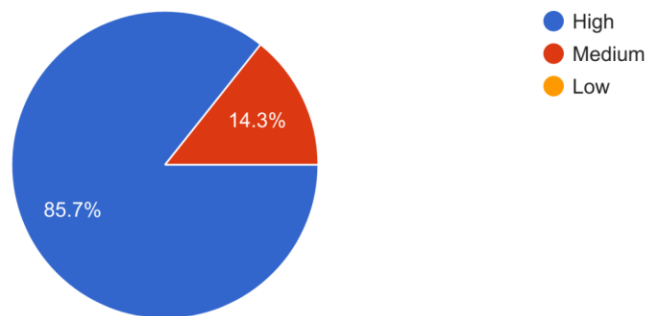
After each graph will be a brief explanation of results, along with any accompanying comments provided by the respondents to the Survey- each question gave an opportunity for the respondent to provide additional input.

All the current 14 Board members responded to our Survey.

Water Supply

1. Continue to develop a 30-year regional water resource plan for the entire Carson River Watershed.

14 responses



Of the 14 respondents, 85.7% (12 respondents) rated continuing to develop a 30-year regional water resource plan for the entire Carson River Watershed as a High priority. Only two respondents (14.3%) viewed it as a Medium priority.

Additional Comments:

“I think this falls under our core mission.”

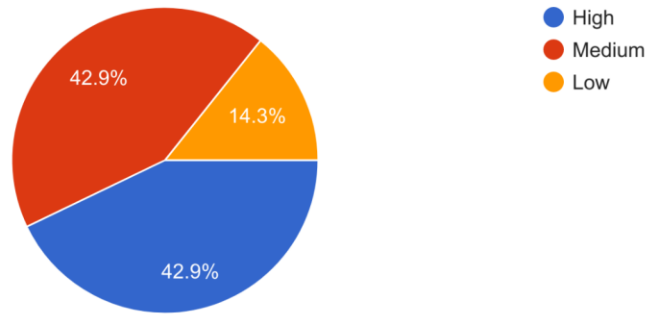
“In light of the changing climate, I believe it's critical to continue to update the 30-year plan.”

“This should be done in conjunction with the various counties.”

“Counties that work together stay together.”

2. Reestablish the list of water supply/facilities eligible for CWSD funding out of the Acquisition/Construction Fund.

14 responses



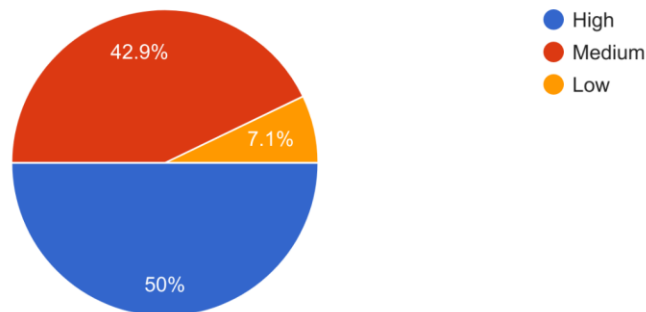
With Question 2, a slim majority of 42.9% (6 respondents) selected the High option regarding re-establishing the list of water supply and facilities eligible for CWSD funding out of the Acquisition/Construction Fund. Medium was the second-most popular section at 42.9% (6 respondents). Of 13 respondents, only two (14.3%) viewed it as a Low priority.

Additional Comments:

“I’m concerned that a set list might discourage applicants. Perhaps general categories would work fine. I think it might be helpful to list examples of things that would have a hard time qualifying.”

3. Continue to transfer a minimum of \$75,000 each year from the General Account into the Acquisition/Construction Account.

14 responses



On the continuing yearly transfer of \$75,000 from the General Account to the Acquisition/Construction Account, a majority prioritized this as High (50%, 7 respondents). 42.9% (6 respondents) selected Medium in response to this question, and only 7.1% (1 respondent) selected Low.

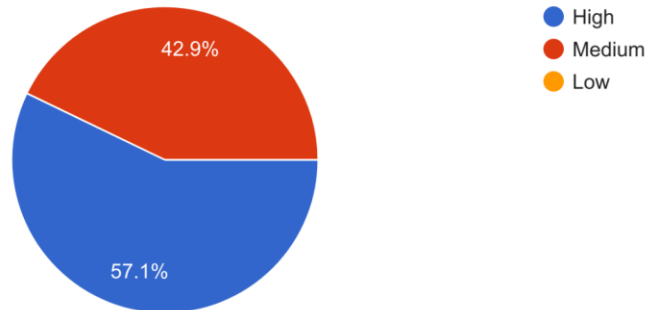
Additional Comments:

“This should be driven by Acquisition/Construction plan and requirements.”

Water Quality

4. Continue to pursue NDEP CWA Section 319(h) funding for the CRC/Watershed Coordination Program.

14 responses

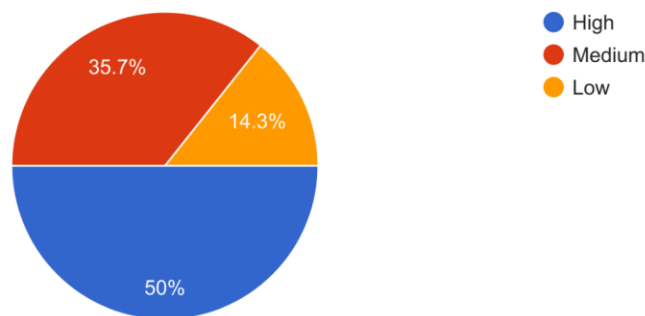


Of continuing to pursue NDEP CWA Section 319(h) funding for the CRC/Watershed Coordination Program, a clear majority of respondents (57.1%, 8 respondents) viewed this as a High priority. 42.9% (6 respondents) selected medium in response to this question. No respondents selected Low.

There were no additional comments to this question.

5. Pursue other funding sources to continue the CRC/Watershed Coordination Program.

14 responses



Pursuing other funding sources to continue the CRC/Watershed Coordination Program was viewed as a High priority by 7 respondents (50%). 5 respondents (35.7%) selected Medium, and 2 respondents (14.3%) selected Low.

Additional Comments:

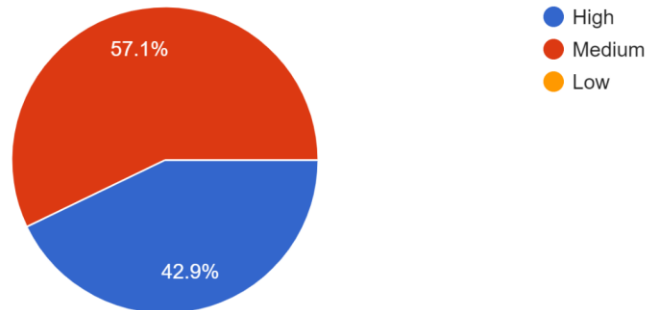
“So long as it doesn’t violate the Alpine decree.”

“we must not enter into any agreement that would cause legal action of Alpine Decree.”

Floodplain Management

6. Develop an annual amount to be transferred from the General Account into the Floodplain Management Account.

14 responses



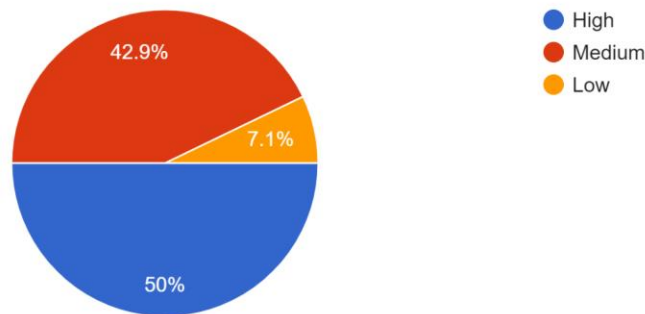
Of developing an annual amount to be transferred from the General Account into the Floodplain Management Account, a majority at 8 respondents (57.1%) viewed this as a Medium priority item. 6 respondents (42.9%) selected High. No respondents selected the Low option.

Additional Comments:

“Does the Floodplain Management Account need more funding/funding help?”

7. Pursue funding to implement regional flood projects throughout the watershed.

14 responses



7 respondents (50%) viewed the pursuit of funding to implement regional flood projects throughout the watershed as a High priority item. 6 respondents (42.9%) viewed this as a Medium priority. Only 1 respondent (7.1%) selected Low.

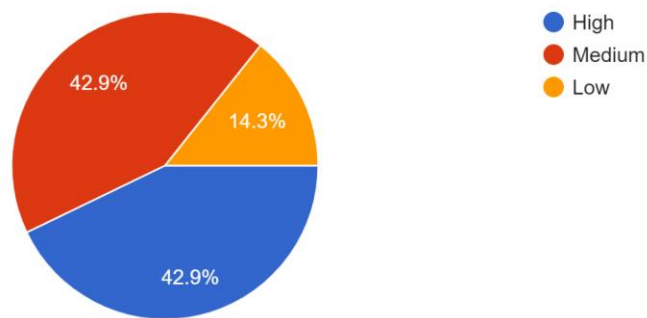
Additional Comments:

“I believe we should be focusing on drought problems not flood problems at this time.”

“This has direct effect and benefit to our client counties.”

8. Participate with Counties in their Hazards Mitigation Plan (HMP) update.

14 responses



On the topic of participating with Counties in their Hazards Mitigation Plan (HMP) updates, an even number of respondents viewed the topic as both a High and Medium priority (6 respondents each, 42.9%). 2 respondents (14.3%) selected Low.

Additional Comments:

“Direct water quality impact.”

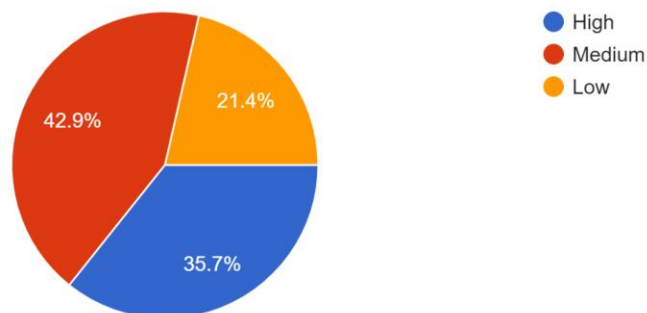
“This should be a coordinated effort.”

“NV Dept of Environmental Protection should take lead.”

Invasive Species Management

9. Host CRC Weed Summit.

14 responses



On hosting a CRC Weed Summit, there was an uneven split of 6 respondents (42.9%) selecting Medium, 5 respondents (35.7%) selecting High, and 3 respondents (21.4%) selecting Low.

Additional Comments:

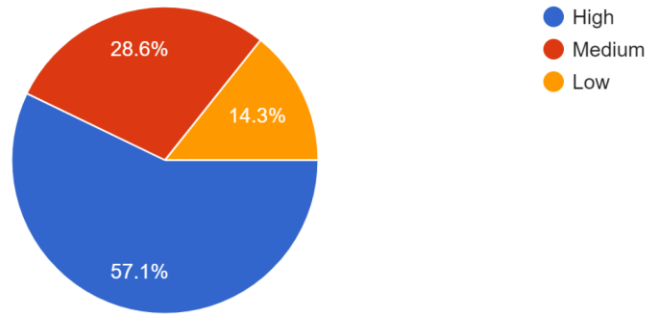
“I’m not sure about this one and would support a higher mark if staff ranks higher.”

“I think this is a great idea, especially as it applies to invasive plants and abatement measures.”

“Many ranchers have trouble with what they call noxious weeds, this should be part of this project.”

10. Continue to coordinate with Cooperative Weed Management Areas to support weed management throughout the watershed.

14 responses



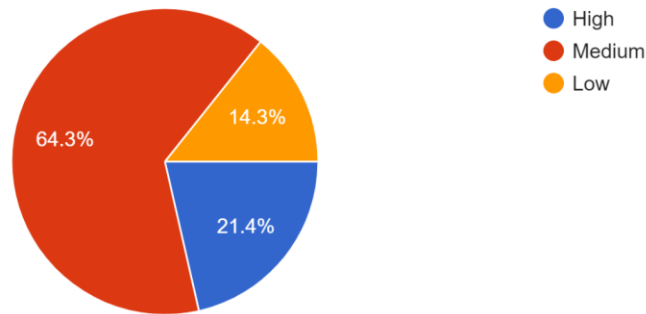
A clear majority of 8 respondents (57.1%) viewed continuing coordination with Cooperative Weed Management Areas to support weed management as a High priority. 4 respondents (28.6%) viewed it as a Medium item, and only 2 respondents (14.3%) selected Low.

Additional Comments:

“While this is a direct benefit it should be done as there is coordination and implementation priorities by the client counties.”

11. Work with our CRC partners to develop a volunteer post weed removal reseeding/replanting program.

14 responses



On the topic of working with our CRC partners to develop a volunteer weed removal/reseeding/replanting program, 9 respondents (64.3%) selected the Medium choice. 3 respondents (21.4%) viewed the development of a weed removal/reseeding/replanting program as a High priority, and 2 respondents (14.3%) thought of it as Low priority.

Additional Comments:

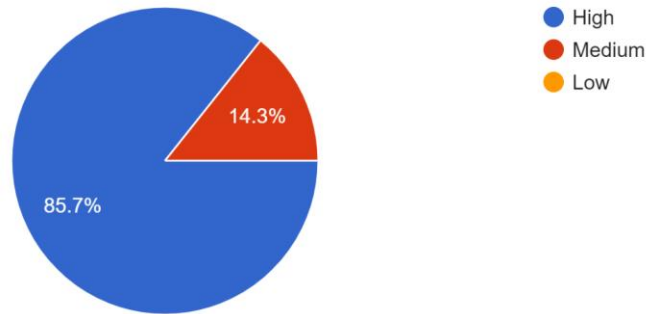
“Volunteer programs are a wonderful way to increase community understanding and support for/about important programs.”

“This should be secondary to bank stabilization.”

River Restoration & Bank Stabilization

12. Complete river rehabilitation structure inventory and mapping database.

14 responses



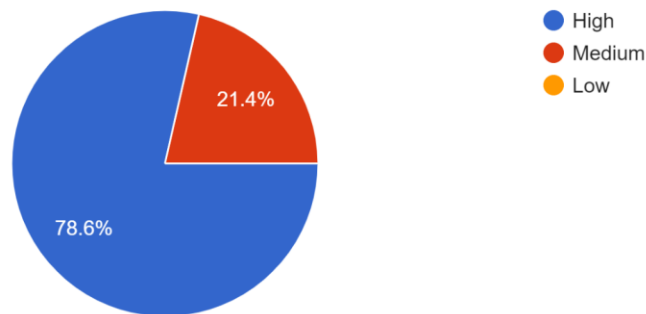
Of completing a river rehabilitation structure inventory and mapping database, a clear majority of 85.7% (12 respondents) selected this as a High priority. 14.3% (2 respondents) viewed this as a Medium priority. No respondents thought of this item as Low priority.

Additional Comments:

“Very important.”

13. Continue to fund and coordinate with partners to complete projects outlined in the Carson River Adaptive Stewardship Plan (CRASP) and the Regional Floodplain Management Plan (RFMP).

14 responses



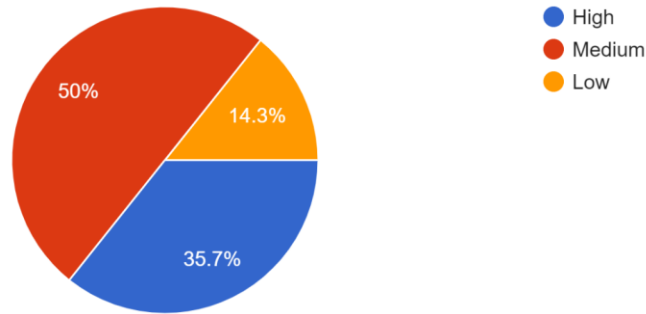
11 respondents (78.6%) viewed the completion of projects outlined in CRASP and RFMP as a High priority, and 3 respondents (21.4%) saw it as a Medium priority. No respondents selected Low.

Additional Comments:

“How is this project shaping up? Is it working as planned?”

14. Pursue funding for Geomorphology and Sediment Transport Plan for the Carson River to help identify and prioritize project implementation.

14 responses



The pursuit of funding for the Geomorphology and Sediment Transport Plan to identify and prioritize project implementation in the Carson River was selected as a Medium priority by half of the respondents (7 respondents, 50%). 5 respondents (35.7%) selected High, while only 2 respondents (14.3%) selected Low in response to this item.

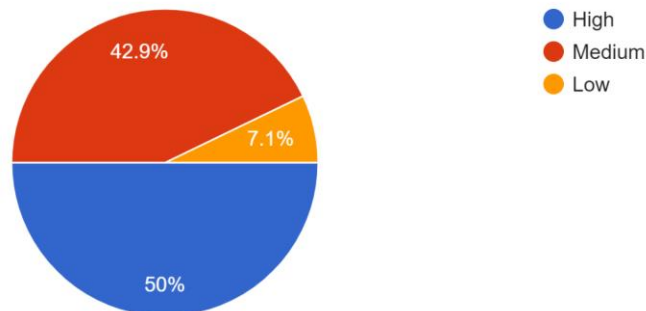
Additional Comments:

“This would be of benefit to the client counties as well as the CWSD strategic plan.”

Outreach & Education

15. Continue to promote the “I Am Carson River Watershed” Healthy Watershed Campaign.

14 responses



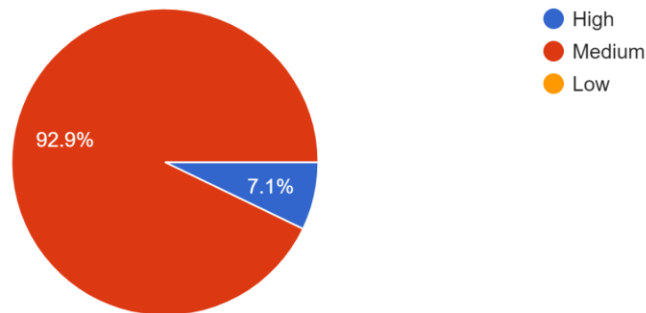
Half of all respondents (50%) selected High regarding the continuation to promote the “I Am Carson River Watershed” campaign. 6 respondents (42.9%) selected Medium, and only 1 respondent responded Low.

Additional Comments:

“While nice PR these are not fundamental to the mission and they require considerable time and production. As resources and grants simultaneously allow for pursuit.”

16. Fund the resurvey of watershed residents regarding watershed-literacy and watershed health to learn how we've moved the bar from our baseline survey in 2015 and how we should move forward.

14 responses

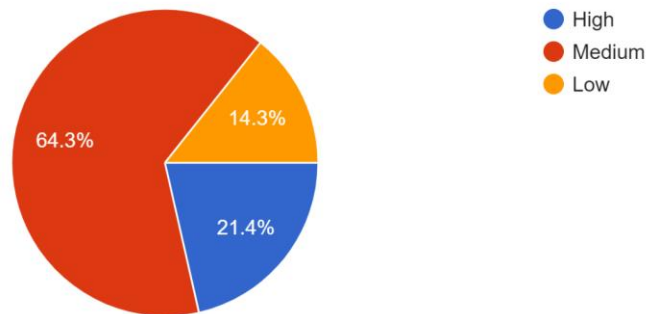


Nearly the entirety of Survey respondents (13, 92.9%) selected Medium in response to the item of re-surveying watershed residents regarding watershed literacy. Only 1 respondent selected High. No respondents selected Low.

There were no additional comments to this question.

17. Update and reformat CWSD's website.

14 responses



On the topic of updating and reformatting the CWSD website, 9 respondents (64.3%) selected this as of Medium importance. 3 respondents (21.4%) selected High, and 2 respondents (14.3%) selected Low.

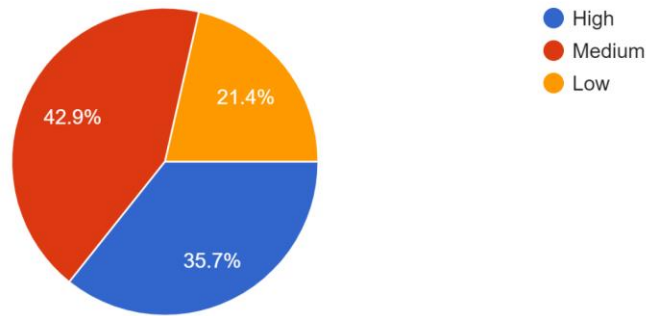
Additional Comments:

“Should be done only after an analysis of page visits and info needs/requests. Need to know the objectives and priorities for info on the website as required clients & constituents.”

“Some video presentations.”

18. Create bi-weekly watershed articles for local newspapers.

14 responses



6 respondents (42.9%) selected Medium regarding the idea of creating bi-weekly watershed articles for local newspapers, 5 respondents (35.7%) selected High, and 3 respondents (21.4%) selected Low.

Additional Comments:

“The issue here is the balance between advocacy and activism. Advocacy must be within the core mission of watershed planning & management. I fear “mission creep” into activism.”

“We need to keep CWSD in the public eye, and this is a relatively easy thing for staff to do.”

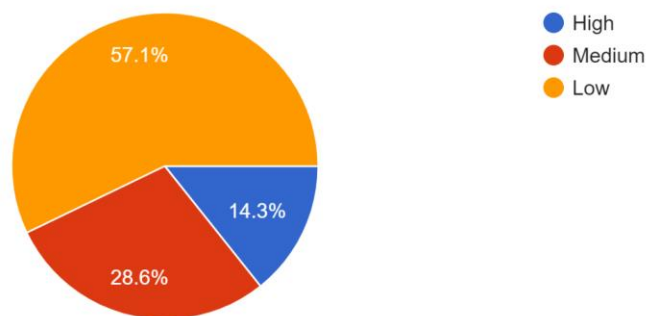
“Perhaps look at monthly, more realistic.”

“Not enough distribution.”

Recreation

19. Promote Expansion of Carson River Aquatic Trail.

14 responses



On the promotion of the expansion of the Carson River Aquatic Trail, a majority of respondents (8, 57.1%) selected Low. 4 respondents (28.6%) selected Medium, and 2 respondents (14.3%) selected High.

Additional Comments:

“I would like more information on this before I vote a high priority to promote expansion.”

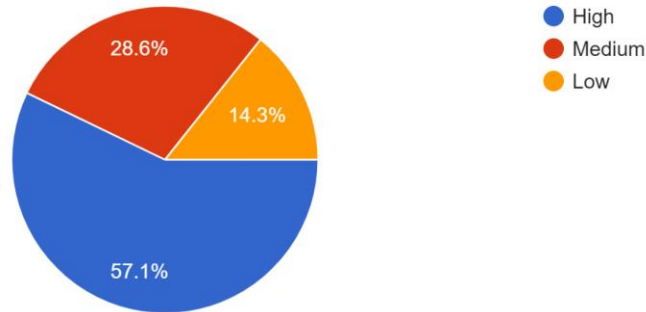
“This is the responsibility of other organizations. Involvement should be limited to that which is direct support of the core mission.”

“People want to protect what they know and use. Volunteer labor from local trail organizations can help with this, and the more people who walk on the trails and see the area, the more people will care about it. Also, consider ADA so everyone can use it.”

“Trails should be very low on our list of important to-dos.”

20. Work with recreational partners to promote watershed health.

14 responses



A majority at 57.1% (8 respondents) selected High regarding working with recreational partners to promote watershed health, 28.6% (4 respondents) selected Medium, and 14.3% (2 respondents) selected Low.

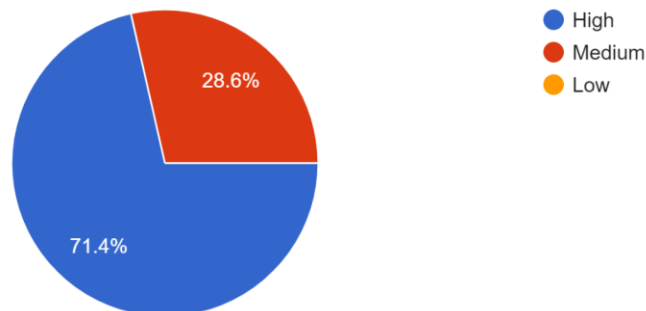
Additional Comments:

“This should involve ranchers as well.”

Other Inquiries

21. Present the Guiding Principles, Stewardship Plan, and the Regional Floodplain Management plan to all the County’s boards and Planning Commissions.

14 responses



On presenting the Guiding Principles, Stewardship Plan, and the Regional Floodplain Management Plan to all the County’s boards and Planning Commissions, a 71.4% majority (10 respondents) selected High, while 28.6% (4 respondents) selected Medium. No respondents selected Low.

Additional Comments:

“Maybe more important to present to county staff, rather than electeds.”

“If this happens, make sure to provide them with a list of achievements and identified issues along the river.”

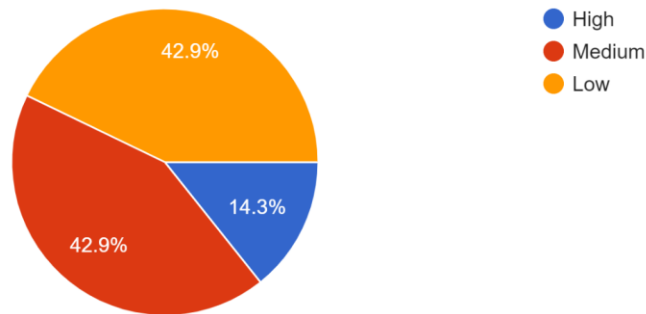
“This is something we should do on an ongoing basis to justify County funding to the District.”

“Once a presentation is created, it can be used for all the boards. This will keep the CWSD in public eye and will make it easier to communicate with local leaders in the future.”

“I would include legislative members as well.”

22. Pursue legislation to amend our authorization in Chapter 621 to include doing business as (DBA) to change CWSD's name.

14 responses



There was an even split between those who saw the pursuit of legislation to amend CWSD's Chapter 621 authorization to include doing business and changing CWSD's name as a Medium or Low selection (6 respondents, 42.9%). Only 2 respondents (14.3%) selected High.

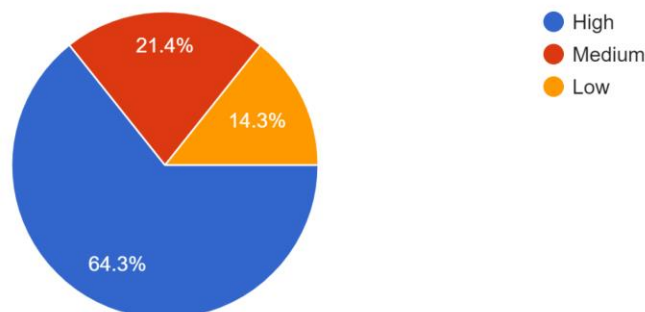
Additional Comments:

“Contingent on the expressed need for better understanding of our mission and activity by our client Counties.”

“Important, Name image is important to express what we are about.”

23. Investigate the possibility of purchasing some of Bently's water rights.

14 responses



Regarding the potential purchase of some of Bently's water rights, 64.3% (9 respondents) selected High. 21.4% (3 respondents) selected Medium, and 14.3% (2 respondents) selected Low.

Additional Comments:

"Water is gold, we need to buy everything we can."

"As long as it does not 'crowd out' private entities that could demonstrate 'higher productive management and use' of the water."

"Water rights are only going to become more rare and expensive. Get them while we can!"

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 18, 2024

SUBJECT: Agenda Item #22 –For Possible Action: Discuss CWSD's Role on the CTWCD Board

DISCUSSION: When the Carson Truckee Water Conservancy District (CTWCD) was formed, the Board was made up of representatives from the counties in the Carson and Truckee watersheds, Truckee-Carson Irrigation District, Washoe County Water Conservation District, Sierra Pacific Power Company (now known as the Truckee Meadows Water Authority), and CWSD. CTWCD was the entity that entered into the agreement with the USBR to reimburse the federal government for the construction of the dams on the Truckee and Carson River Basins. The dam on the Carson River was never constructed. In 1989, the Nevada Legislators changed the purpose and structure of CWSD. The 1989 legislation made CWSD completely independent of the CTWCD. Since 1989, CWSD has been on the CTWCD board as a representative for the Carson River Watershed.

Currently, there is a discussion of the possibility of CWSD and CTWCD entering into an agreement whereby the tax funds that CTWCD collects in the Carson River Watershed would be transferred to CWSD. Both CWSD and CTWCD fund the same projects in the Carson River Watershed. A draft agreement was presented to the CWSD Administrative Committee. The committee member had several comments regarding the agreement and CWSD legal counsel is working on the agreement.

During the discussion of the possibility of the tax funds from CTWCD being transferred to CWSD there was a question if CWSD still needs to be a member of the CTWCD Board. There was a request from the Chairman of the CTWCD that this topic be discussed at the CWSD board meeting.

STAFF RECOMMENDATION: Provide direction to staff.

AGENDA ITEM #23

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 18, 2024

SUBJECT: Agenda Item #23 – For Possible Action: General Manager Annual Review

DISCUSSION: The General Manager provided the Board Members with a Self-Assessment and Board Members were provided a link to complete their evaluations online. Twelve evaluations were submitted, and a summary is attached.

Considering that the average evaluation was 29 out of 30 points, the Administrative Committee at its June 5, 2024 meeting recommended the General Manager receive a satisfactory review for FY 2023-24.

STAFF RECOMMENDATION: Approve the General Manager's FY 2023-24 Annual Review as recommended by the CWSD Administrative Committee.

CWSD General Manager 2023-24 Annual Review Summary

Decision quality:	Presentation skills:	Communication:	Delegation of work to be done:	Being open and receptive:	Demonstrates flexibility to work with varying groups:	TOTAL
5	5	5	5	5	5	30
5	4	5	5	5	5	29
5	5	4	5	5	5	29
5	5	5	5	5	5	30
5	5	5	5	5	5	30
5	5	5	5	5	5	30
5	5	5	5	4	5	29
5	5	5	5	5	5	30
5	5	5	5	5	5	30
3	4	5	5	4	5	26
4	5	5	4	5	5	28
4	5	4	4	5	5	27

Average Score: 29 out of 30.

General Comments:

- Ed and the whole staff at CWSD have always amazed me with the amount of work and projects they can accomplish. The monthly meetings are efficient, well run and informative.
- Ed is very organized and does an excellent job with personnel. He is usually in front of projects he has control over.
- Ed has done a great job in his role during this past rating period. He is an excellent representative of the CWSD and is a state-wide expert on water issues. Ed's strength in collaborating with other government entities and private organizations is one of the main keys to his success.
- Ed continues to effectively lead CWSD through various changes in NDEP and FEMA grant-funded programs, staff changes, and the volatility of costs associated with the river restoration projects we help fund.
- Ed works hard (along with staff) to help ensure our Conservation Districts continue to be successful.
- CWSD continues to be very well respected in our region as well with organizations such as FEMA in part due to Ed's leadership style and his efforts in retaining and supporting a very dedicated and knowledgeable staff."
- Ed I really appreciate having the opportunity to work with you for the past 17 years.
- Ed's knowledge and experience are invaluable.
- Ed's knowledge base is such an asset to CWSD, staff, and communities. In addition to being open to ideas, feedback, and discussion, Ed prioritizes a clear understanding of water issues, including but not limited to watershed health, flood mitigation, conservation issues, project management, perennial yield vs system yield, and more.
- Ed's knowledge and insights are of such tremendous value to the organization and all our member counties.
- I really appreciate all that I have learned from Ed. His knowledge of water is wide and he is always wanting to get on more boards to further extend his personal knowledge as well as educate others.
- Overall, very knowledgeable about water issues in the Carson watershed and dedicated to resolving them.

- As a new member of the organization my assessment is based on limited observation this should be a consideration in compiling the overall evaluation. I have been impressed with Ed including observations at events outside the CWSD.

Goals you would like to see accomplished by CWSD in FY 2024/25:

- I don't know enough about CWSD to respond.
- Complete the study about the declining Carson River Flow and what it means for the future.
- No specific goals - continue to follow the strategic plan.
- As with last year, I am most concerned about Ed's transition plan if he is still planning on retiring a year from now. I know that a plan is only a plan but having staff and the Board familiar with the key points will help keep the anxiety levels of those most involved to a minimum. Having been through several General Manager changes over the years myself, the unknown that employees face with this major change can be distracting.
- Find a name and way to change from CWSD to Carson River Watershed or CR Conservancy, etc.
- Complete Area Drainage Master Plans.
- My biggest goal for CWSD is to expand outreach opportunities so there is a greater public understanding of our water resources. So often I hear public pushback for any new development citing lack of water, yet the same people say that if there is development it should be large yards versus higher density. In other words, there is a real public disconnect. Outreach can include much of what the PSAs shared, along with info about water sources, allotments, regeneration, conservation, and re-use. The outreach in schools and partnerships with River Wranglers brings important awareness to river and soil health as well, which is an investment that I'm confident will have huge dividends. Additionally, funding flood mitigation and rehabilitation efforts are important priorities and I appreciate what CWSD does to help our communities in these areas.
- To Ed and the wonderful CWSD team, thank you.
- I would like to discuss some ideas with Ed before expounding in detail. My main theme is to focus on resources for maximum impact and benefit.
- I would like to see continued outreach to the communities, not just Carson City.
- Strategic Plan.
- Continue to seek sources to provide the current level of funding and perhaps increase it to support additional projects.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors
FROM: Edwin James
DATE: June 18, 2024
SUBJECT: Agenda Item #24 - For Information Only: Staff Report

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on May 22, 2024:

- 5/20-24 Brenda & Kelly attended a Riparian Area Proper Functioning Class at River Fork Ranch
- 5/24 Lindsay attended the 2024 Climate Forum for Fruit and Vegetable Growers: Water Webinar
- 5/28 Ed, Brenda, Debbie, Lindsay & Kelly facilitated a discussion with EPA & FEMA Hazard Mitigation funding in the CR Mercury Superfund Site Strategy meeting
- 5/28 Debbie attended the Douglas County Hazard Mitigation Plan (HMP) update meeting
- 5/29 Ed & Catrina met with POOL/PACT staff regarding the 2024-25 Service Plan & Training
- 5/29 Lindsay attended US Army Corps of Engineers (USACE) NV Watershed University Flood Education Project Check-in meeting
- 5/29 Kelly demonstrated the Floodplain Model for River Wranglers Pinon Elementary School educational outreach event at River Fork Ranch
- 5/29 Debbie & Lindsay facilitated the final planning meeting for HWM at Fisherman's Point Unveiling
- 5/30 Ed met with Jim Hindle
- 5/30 Ed met with Lee Sterrett
- 5/30 Ed & Lindsay presented the 30-Year Water Plan to the Alpine County Planning Commission
- 5/30 Brenda, Lindsay & Kelly demonstrated the Floodplain Model for River Wranglers at the Scarcelli Elementary School AG in the Classroom educational outreach event
- 5/30 Debbie attended FEMA Collaborate & Elevate: Building and Maintaining Strategic Partnerships Webinar
- 5/31 Debbie demonstrated the Floodplain Model for River Wranglers Conserve Carson River Workday educational outreach event at River Fork Ranch
- 5/31 Staff Meeting (all)
- 6/3 Debbie & Lindsay attended the National Association of Wetland Managers (NAWM) & Association of State Floodplain Managers (ASFPM) 2024 Natural Hazard Mitigation Workgroup
- 6/3 Ed & Lindsay met with Carson City Staff regarding future water sources
- 6/4 Brenda attended the Carson River Master Plan meeting with staff from Carson City and National Parks Service (NPS)
- 6/4 Ed attended the NV Farm Bureau meeting in Gardnerville
- 6/4 Kelly demonstrated the Floodplain Model for River Wranglers Minden Elementary School educational outreach event at River Fork Ranch
- 6/5 Ed, Debbie, & Lindsay coordinated the Lahontan HWM Unveiling event at Fisherman's Point; Lindsay demonstrated the Floodplain Model to 100 Silver Stage Middle School students after the

- ceremony and Debbie passed out Nevada Floods backpacks and discussed safety and emergency preparedness with the students
- 6/5 Ed & Kelly hosted CWSD Administrative Committee meeting
 - 6/6 Ed attended South Tahoe Public Utilities District (STPUD) Recycled Water Strategic Plan Stakeholder Advisory Group meeting
 - 6/6 Debbie attended the WaterWise Focus Group meeting hosted by Governor's Office of Economic Development for input on how best to include water needs in State Economic Development Plan
 - 6/6 Lindsay attended the NV Division of Water Resources (NDWR) Nevada Watershed University Webinar- Engineering with Nature
 - 6/6 Brenda gave a presentation on Low Impact Development (LID) to the Douglas County Board of Commissioners
 - 6/6 Debbie attended the USACE NV Watershed University Flood Education Project Check-in meeting
 - 6/10 Debbie & Lindsay attended the NDWR monthly Flood Awareness Week (FAW) planning meeting
 - 6/11-12 2024 GET ON THE BUS! 2-Day Watershed Tour (all)
 - 6/17 Ed attended the Water Requirements for Groundwater Dependent Ecosystems Presentation
 - 6/18 Lindsay attended USACE Flood Risk Technical Workshop - NASA LANCE Program, Model of Models, Global Flood Product Agenda
 - 6/18 Debbie & Lindsay attended the NDWR Silver Jackets meeting

STAFF RECOMMENDATION: Receive and file.

CORRESPONDENCE

Mercury no threat to Carson River recreation, supervisors told



The Carson River near Buzzy's Ranch in east Carson City in June 2023. The EPA and NDEP gave a presentation Thursday about the Carson River Mercury Superfund Site, a part of which stretches from Carson City to the Carson Sink in Churchill County. Photo by [Scott Neuffer](#).

By [Scott Neuffer](#)

Although the federal government has been investigating the Carson River watershed for mercury contamination for decades, there is no current risk to recreationalists, a U.S. Environmental Protection Agency official told the Carson City Board of Supervisors on Thursday.

"The big key theme, though, to note here is there are no major risks from recreational use of the land or water," said Mohamed Ibrahim, a project manager from EPA's Region 9. "That includes swimming and even incidental ingestion of the water if you're swimming."

However, eating fish from the Carson River Mercury Superfund Site, which stretches from the Mexican Dam in Carson City to the Stillwater National Wildlife Refuge in Churchill County, has been identified as a risk, Ibrahim said.

Ibrahim presented a history of the Superfund site, which was put on the National Priorities List in 1990. The mercury contamination stems from 19th century mining of the Comstock Lode. The EPA estimates that historic mining activity released 14 million pounds of mercury into the environment. The Superfund site encompasses around 330 square miles and five counties and has been divided into two Operable Units or OUs.

OU1 is comprised of old mining sites and tailings around Virginia City and Dayton, and OU2 is made up of the Carson River and its tributaries. OU1 is already in the cleanup phase, Ibrahim pointed out, while OU2 is still in the

investigative and planning phases. Part of cleanup efforts include long-term soil sampling. The action level for mercury, he said, is 80 milligrams per kilogram in the soil.

Sampling soils around homes is voluntary, Ibrahim explained, and comes at no cost to the homeowner. Cleanup is also free, he said. In Carson City, seven homes in the Empire Ranch area in east Carson were voluntarily tested in November 2023 with results “well below” action levels, according to the EPA.

Resident Anna Winston was one of those homeowners. She told the Appeal she was delighted the results were below action level but still wanted more testing done at the Empire Ranch Golf Course. However, David Friedman of the Nevada Division of Environmental Protection told the Appeal the Morgan Mill River Access area was investigated and remediated in the past, and there are no present-day risks.

Supervisors Stacey Giomi and Lisa Schuette, who also sit on the board of the Carson Water Subconservancy District, worried about conflicts between FEMA and the EPA in flood events.

“If there’s a disaster declaration within the Superfund area, then FEMA disaster mitigation funds are not eligible to be used by a county to mitigate the damage done by the disaster because of the Superfund declaration,” said Giomi. “That’s a real problem, and it’s already been a problem for at least one county. I’m just wondering what efforts EPA and FEMA are working on to prevent that from happening in the future.”

“Yes, we are definitely looking into that. We are definitely aware of that,” Ibrahim responded, adding the EPA is trying to work with FEMA to clarify and resolve that issue.

“Well, I hope you communicate to your team and those above you that it is a real concern for us and our citizens because we stand to spend local money to mitigate problems that, you know, everyone else is able to get federal funds for,” Giomi said.

The EPA also proposed an interim remedy for OU2 including required sediment sampling before any development along the river. That would include bank stabilization projects, according to Ibrahim.

Schuette expressed hope federal agencies would work together and make it easier for the city to manage its portion of the river and mitigate problems.

“If we are wanting to fix this problem, we have to have the tools to do that,” she said. “And you don’t wait until the problem is huge to fix it, right? We try to fix it as we go along or at least reduce the effects of it.”

In other action:

- As part of the consent agenda, supervisors approved a contract with Fisher & Phillips LLP for a total not to exceed \$150,000 for the law firm to represent the city in dispute resolution with the Carson City Sheriff’s Supervisory Association. The union includes lieutenants and captains in CCSO.

According to the city, the union declared an impasse in negotiations for a new collective bargaining agreement after failing to agree on terms “concerning pay and the agreement’s duration.” The impasse required the parties to enter dispute resolution.

The vote to approve the consent agenda was unanimous.

- Supervisors appointed two people to the Carson City Culture and Tourism Authority, both for two-year terms.

Michael Jones was reappointed as a representative of the hotel/motel industry, and Andrew Reno was appointed to the citizen-at-large position.

Supervisors also appointed by unanimous vote two people to the Library Board of Trustees, one for a four-year term and one for a partial term expiring in June 2027.

Beth Lucas was reappointed to the full term, and Deborah Case was appointed to the partial term after fielding questions from supervisors.

Case told supervisors libraries will focus more and more on serving needs in the community. An active board member of the nonprofit Friends of the Carson City Library, Case encouraged residents and supervisors to check out Browsers Corner Book Store that supports library programming: <https://friendsclibrary.org/browser-corner-book-store/>.

- Supervisors unanimously approved a contract with Facilities Management Inc. for the Carson River Trails System Phase III-Prison Hill West Project.

Funded by a Southern Nevada Public Lands Management Act (SNPLMA) grant, the contract is not to exceed \$1,585,164.35.

“This project will construct a non-motorized multi-use trail approximately 2.5 miles in length along the west side of Prison Hill and make improvements to the existing Koontz Lane Trailhead,” reads a staff report. “Trailhead improvements will include re-grading the access road and improve drainage, regrade and reshape the parking area, install an Americans with Disabilities Act accessible single-vault toilet and a picnic table with shade structure.”

Phases I and II were also funded by SNPLMA and included “construction of the Eagle Creek Bridge, and construction of three miles of shared-use trails on Prison Hill and along the Carson River,” according to the report.

Some members of the public said the trail looked like a road and would harm habitat. Gregg Berggren, the city’s trails coordinator, said the 10-foot-wide, non-asphalt trail would mirror the multiuse trail on the east side of Prison Hill. Unlike single-track trail, the wider trail allows diverse uses and reduces user conflicts.

- Supervisors convened as the Board of Health and heard a report on the Carson City Housing Plan that focuses on unsheltered individuals.

The goal of the plan is to help the homeless obtain independent and stable housing. To implement the plan, Carson City Health and Human Services works with nonprofits like Night off the Streets to coordinate services. In 2023, supervisors allocated \$222,397 of American Rescue Plan Act funding to local nonprofits to support goals of the plan.

This year, the city contracted with Karma Box for street outreach efforts. The newly created Carson Karma Corps is conducting cleanups of homeless camps and connecting homeless individuals who want help to social services. Since February, six unhoused individuals have been sheltered thanks to the outreach efforts, according to the city

Mayor Lori Bagwell said the community, including businesses, can also be impacted by homeless individuals and encouraged business owners to contact the Carson Karma Corps if they need assistance.

Carson Karma Corps Outreach Specialist Josh Day can be reached at 775-431-6688.

Since implementation of the Carson City Housing Plan last year, 29 individuals have been moved into permanent housing with supportive services, according to the city.

Furthermore, a community coalition with representatives from CCSO, Carson Tahoe Health and others continually coordinate with individuals who are using emergency services at a high rate. The average number of individuals in this category dropped from 28 in 2022 to 8 in 2023. As of April of this year, that number is down to 3.

- The Board of Health also approved a plan of expenditures for a \$262,101.18 interlocal contract between the city and the Nevada Department of Health and Human Services, Division of Public and Behavioral Health (DPBH).

The contract is effective for two years and stems from recent state legislation that boosted public health spending.

Based on the 2022 Quad-County Regional Community Health Needs Assessment, the funding will be directed in the following manner: \$67,600 for access to basic needs with an emphasis on seniors and youth; \$78,000 for access to healthcare for specific populations including an STI testing campaign for youth, seniors and LGBTQI+ community members as well as more transportation for seniors; \$42,000 for mental and emotional health including art programming for youth and seniors, family counseling and senior volunteer programs; and \$74,501 for substance use prevention and treatment including youth vaping prevention efforts.

High water mark sign unveiled at Lahontan State Recreation Area

SILVER SPRINGS, NV — Yesterday, partners from multiple agencies, along with the Nevada State



Engineer and students from Silver Stage Middle School in Silver Springs, celebrated the unveiling of a new high water mark sign at Lahontan State Recreation Area. The new sign, installed at Fisherman's Point, documents the history of flooding in the region as far back as Pleistocene Lake Lahontan. It serves as an educational tool, providing insights into the historical context, environmental conditions, and water management practices that led to the construction of Lahontan Reservoir.

This new sign is part of the Nevada Silver Jackets' [Nevada Comprehensive High Water Mark Campaign](#), a collaborative effort with multiple partner agencies to raise awareness about historic flooding in Nevada, promote the value of maintaining natural floodplains and water management systems, and highlight the importance of being prepared for future flood events.

Partner agencies include:

- Nevada Silver Jackets
- Nevada Department of Conservation and Natural Resources
 - Nevada Division of Water Resources
 - Nevada Division of State Parks
- Carson Water Subconservancy District
- Federal Emergency Management Agency
- Lyon County
- Nevada Bureau of Mines and Geology, UNR
- Nevada Department of Wildlife
- River Wranglers
- U.S. Army Corps of Engineers

Adam Sullivan, State Engineer and Administrator of the Division of Water Resources, stated, "I am thankful for the collaboration and partnership between these diverse state, local, and federal agencies to help us all understand why floodplains and flood preparedness are so critical to Nevadans. The high water mark sign not only marks a significant historical event but also serves as a reminder of the importance of water conservation and management in Nevada."

"We're thrilled to introduce this new educational feature at Lahontan State Recreation Area," said **Park Supervisor Ashlee Goeddel**. "The sign offers valuable information about the natural and managed hydrology of the area. We encourage visitors to come see the sign and take advantage of the diverse recreational opportunities available at the park."

For more information about the park, please visit parks.nv.gov/lahontan. For more information about the Nevada Floods program, visit nevadafloods.org.

Digital assets for the Lahontan high water mark unveiling event are available [here](#).

Attached Photo: State Engineer Adam Sullivan and Lahontan State Recreation Area Park Supervisor Ashlee Goeddel post with the newly installed high water mark sign.

Jenny Jackson
Public Information Officer 2
Department of Conservation and Natural Resources
Director's Office
901 S. Stewart Street, Suite 1003
Carson City, NV 89701
jmjackson@dcnr.nv.gov
(O) 775-684-2709 (C) 775-634-5082

