

**CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS
AND CARSON RIVER WATERSHED COMMITTEE**

NOTICE OF PUBLIC MEETING

DATE: June 17, 2020
TIME: 6:30pm
LOCATION: Video & Teleconference Meeting

NOTICE TO THE PUBLIC: *The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson City will NOT have a physical location open to the public until such time this Directive is removed.*

*Members of the public who wish to participate during this public meeting may do so by providing public comment during the two designated public comment periods, indicated on the agenda, via telephone. To join by phone call **(712)451-0750** and then enter **Access Code: 411219**.*

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.*

1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
2. Roll Call
3. Pledge of Allegiance
4. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of May 20, 2020

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 2020
8. For Possible Action: Approval of Payment of Bills for May 2020
9. For Possible Action: Approval of Non-Profit Agreement #2020-2 Sierra NV Journeys – Family Watershed Nights in amount not to exceed \$3,280
10. For Possible Action: Approval of Non-Profit Agreement #2020-3 River Wranglers – Carson River Workdays in an amount not to exceed \$26,000
11. For Possible Action: Approval of Non-Profit Agreement #2020-4 Alpine Watershed Group – Carson River Upper Watershed Programs in an amount not to exceed \$25,000
12. For Possible Action: Approval of State Contract #2020-5 Carson Valley Conservation District – Carson River Bioengineering, Maintenance & Debris Removal Project in an amount not to exceed \$65,000

13. For Possible Action: Approval of State Contract #2020-6 Carson Valley Conservation District - Westwood Channel Clearing, Snagging. Maintenance & Bioengineering Project in an amount not to exceed \$100,000
14. For Possible Action: Approval of State Contract #2020-7 Lahontan Conservation District - Lower Carson River Clearing & Snagging Project in an amount not to exceed \$20,000
15. For Possible Action: Approval of State Contract #2020-8 Dayton Valley Conservation District - Fort Churchill Historic State Park Project in an amount not to exceed \$75,000
16. For Possible Action: Approval of Interlocal Contract #2020-9 Truckee-Carson Irrigation District – Carson River Diversion Dam Gates Project in an amount not to exceed \$50,000
17. For Possible Action: Approval of Interlocal Contract #2020-10 Lyon County – Hwy 50 Utility Right-of-Way Project in the amount not to exceed \$125,000
18. For Possible Action: Approval of Contractor Agreement #2020-11 NEON Agency – Watershed Moments Project in an amount not to exceed \$53,500
19. For Possible Action: Addendum to Agreement #2019-04 CVCD - Genoa Bank Stabilization (ext. only)
20. For Possible Action: Addendum to Agreement #2019-12 DVCD - Dayton Bridge Bank Stabilization (ext.)
21. For Possible Action: Ratify approval for the Watershed Specialist II to attend the Association of State Floodplain Managers Virtual Conference, June 9 -11, 2020

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

20. For Discussion Only: Presentation on Alluvial Fan Mapping Project in Carson City and Douglas County
21. For Discussion Only: Staff Update on Low Impact Development (LID)
22. For Discussion Only: Presentation on the Water Supply picture in the Carson River Watershed
23. For Possible Action: Approval of the General Manager FY 2019-20 Evaluation
24. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
25. For Discussion Only: Directors Reports
26. For Discussion Only: Update on activities in Alpine County
27. For Discussion Only: Update on activities in Storey County
28. For Discussion Only: Public Comment - Action may not be taken on any matter brought up under public comment until scheduled on an agenda for action at a later meeting.
29. For Possible Action: Adjournment

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

In response to COVID-19 Emergency Directive:

Posting in public buildings in accordance with NRS 241.020 has been waived by COVID-19 Emergency Directive #6 of Governor Sisolak. Therefore, this notice and agenda of video conference meeting has been posted on or before 9am on June 9, 2020 on the following websites for the June 17, 2020 regular meeting of the Carson Water Subconservancy District and the Carson River Watershed Committee, in accordance with NRS 241.020:

Carson Water Subconservancy District Website:

<http://www.cwdsd.org>

State of Nevada Public Meetings Website:

<http://notice.nv.gov>

AGENDA ITEM #6

**MINUTES OF LAST
BOARD MEETING**

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS AND
CARSON RIVER WATERSHED COMMITTEE MEETING
May 20, 2020

Draft Minutes

The CWSD May 20, 2020 Board of Directors meeting was held via Zoom Videoconference and teleconference due to Governor Sisolak's statewide Emergency Directive in response to the COVID-19 Pandemic.

Chairman Erquiaga called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30 pm. Roll call of the CWSD Board was taken and a quorum was determined to be present.

CWSD Directors present:

Brad Bonkowski, Treasurer
Carl Erquiaga, Chairman
Stacey Giomi, Director
Jack Jacobs, Director
Barry Penzel, Director
Ernie Schank, Director
Fred Stodieck, Director
Steve Thaler, Vice Chairman
Larry Walsh, Director
Mike Workman, Director

Roll call of the Carson River Watershed Committee was taken which included CWSD Directors and Committee Members Kathy Canfield, David Griffith, and Don Jardine.

CWSD Staff present:

Brenda Hunt, Watershed Program Manager
Shane Fryer, Watershed Program Specialist
Edwin James, General Manager
Debbie Neddenriep, Water Resource Specialist II
Catrina Schambra, Administrative Assistant/Secretary to the Board

Others present:

David Bruketta, Lyon County Utilities Director
Nick Charles, Lumos & Associates Inc.
Patrick King, CWSD Attorney
David Merrill, Vidler Water Company

The Pledge of Allegiance was led by Chairman Erquiaga.

Item #4 – Discussion Only: Public Comment – None

Item #5 – For Possible Action: Approval of Agenda

Director Gray made a motion to approve the agenda as presented. The motion was seconded by Director Thaler and unanimously approved by the Board.

Item #6 – For Possible Action: Approval of the Board Meeting Minutes of April 15, 2020

Director Bonkowski made a motion to approve the Board Meeting Minutes of April 15, 2020 as presented. The motion was seconded by Director Penzel and unanimously approved by the Board.

****CONSENT AGENDA****

Item # 7 - For Possible Action: Approval of Treasurer's Report for March 2020

Item # 8 - For Possible Action: Approval of Payment of Bills for March 2020

Item # 9 - For Possible Action: Approval of the five-year Mud Lake Agreement with Carson City

Item # 10 - For Possible Action: Approval of the one-year Lost Lake Agreement with Carson City

Item # 11 - For Possible Action: Approval of the HDR Contract to Restudy and Remap the Churchill County Floodplains in an amount of \$253,824

Item # 12 - For Possible Action: Approval of time extension with Rob Loveberg to complete the Low Impact Development Watershed Ordinances and possibility increase the agreement by \$2,000

Item # 13 - For Possible Action: Ratify approval for the Watershed Program Manager to attend the StormCon Conference in Seattle, August 17-19, 2020

Item # 14 - For Possible Action: Approval of the funding agreement from Alpine County, California to Carson Water Subconservancy District to conduct the Mesa Groundwater Elevation Monitoring Program in the amount not to exceed \$6,500

Director Schank made a motion to approve Consent Agenda items as presented. The motion was seconded by Director Giomi and unanimously approved by the Board.

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

Item # 15 - For Possible Action: PUBLIC HEARING - Carson Water Subconservancy District will hold a Public Hearing on its FY 2020-2021 Tentative Budget

Chairman Erquiaga declared the Public Hearing open. Chairman Erquiaga asked if there were any questions or public comment for the Public Hearing. There being none, Chairman Erquiaga declared the Public Hearing closed.

No action taken.

Item # 16 - For Possible Action: Approval of funding request from Lyon County to obtain a Utility Right-of-Way from Dayton to Silver Springs in an amount of \$125,000

David Bruketta, Utilities Director for Lyon County had presented the funding request to the May 4, 2020 Regional Water System & Flood Committee and it was recommended by the committee to be brought to the full Board for approval. Mr. Bruketta and Mr. Merrill (Vidler Water Company) were both present to give an overview of the project to the Board. The Highway 50 Corridor Right-of-Way Project would run between Dayton and Silver Springs and be

used for water, sewer, and reclaimed water. Mr. James stated the funding will come from the Acquisition/Construction Fund per the Regional Water System & Flood Committee Policy and there is approximately \$700,000 earmarked for these types of projects. This funding request is for a total of \$125,000. There was a brief discussion before a motion was called.

Director Gray made a motion to approve the funding request from Lyon County Highway 50 Corridor Right-of-Way Project for a total not to exceed \$125,000 or actual costs over a 2-year period to be paid from the Acquisition/Construction Fund. The motion was seconded by Director Workman and unanimously approved by the Board.

Item # 17 - For Discussion Only: Discussion on the Carson River Water Marketing Study Update Memorandum from Lumos and Associates

Nick Charles from Lumos & Associates gave a presentation on the Water Marketing project. He gave a similar presentation to the Regional Water System & Flood Committee earlier this month. This project is funded through a Bureau of Reclamation (BOR) grant. The project is about 1/3 complete and he showed the data that has been gathered and what has been learned at this point. Since 1940 there has been a decrease trend in flows in the Carson River. During this same time, the variability of flows has increased. The data also shows the trends in use of the water. The study is scheduled to be completed in June 2021.

There was robust discussion regarding data presented including water flows, perennial yield determination, phosphorus sewer treatment and who owns wastewater per Nevada law. Mr. James, in response to the latter topic reported that municipalities still owns that water. Director Penzel asked what it would take to treat the wastewater and be able to put it into the river. Mr. Charles mentioned that it would be very expensive to treat the wastewater to meet the water quality standards for the river. Most of the reclaimed water is already being used for irrigation purposes. A new water source would be needed if the reclaimed water is removed.

Committee Member Griffith is a member of the Forest Management Task Force and suggested his group would like to see this presentation.

Mr. Charles then presented extra slides showing trends in flows. Director Penzel questioned whether the more variability in flows is good or bad and can we control this? Mr. Charles responds higher highs and lower lows is not a good thing. More dramatic flows are a cause for concern. There followed more discussion regarding lack of storage in the Carson River Watershed as a big issue.

No action taken.

Item # 18 - For Possible Action: Approval of the CWSD Fiscal Year 2020-21 Final Budgets for the General, Acquisition/Construction, and Floodplain Funds

Mr. James presented the final Budgets to the Board, reminding them that we had already approved the Tentative Budget in March while awaiting the final Ad Valorem information from the Tax Department. He explained the proposed Fiscal Year 2020-21 Final Budgets for the General, Acquisition/Construction, and Floodplain Funds in detail to the Board of Directors.

Director Gray made a motion to approve the CWSD Fiscal Year 2020-21 Final Budgets for the General, Acquisition/Construction, and Floodplain Funds as

presented. The motion was seconded by Director Thaler and unanimously approved by the Board.

Item # 19 - For Discussion Only: Presentation by CWSD Staff on the River Monitoring Using a Drone

Shane Fryer, Watershed Program Specialist, gave a presentation on his work using a drone in monitoring the Carson River. Mr. Fryer showed a video on the data he has been collecting from the drone and what information it can product for river projects.

No action taken.

Item #20– For Discussion Only: Staff Reports –

Mr. James reported on the following:

- Mr. James is working closely with Loren Secor (AmeriCorps) on analysis of groundwater levels and diversion records. The goal is to give water purveyors throughout the watershed a presentation based on this data. He plans to first present the information to the Board, possibly at June meeting, and then take it on road, or virtual road.

Ms. Hunt reported the following:

- She is still working on the LID project which will go into the fall. Watershed Literacy will be moving forward to the next steps in the video project with a new contract with NEON next month.

Legal – No report, but kudos to Shane for a great presentation!

Correspondence – Letter to Julie Fair (American Rivers) from Edwin James regarding Beaver project in Faith Valley.

No action was taken.

Item #21 – For Discussion Only: Directors Reports –

Director Gray reported that he is up for reelection next month and his continuing as a member of the Board depends on the outcome. Regardless of the election, he wanted to state for the record what a pleasure it has been to serve with CWSD and this group of people, and just say thank you!

Item #22 – For Discussion Only: Update on activities in Alpine County –

Committee Member Jardine reported the following:

- California Fish & Wildlife has opened the Fishing Season in Alpine County on May 15. He is not sure when California Fish & Wildlife plans on planting fish in the river.
- The Lahontan Water Quality Control Board is planning a Leviathan Mine tour later this year, date to TBD.
- The Alpine County Local Area Management Plan is at a level 2 for monitoring pharmaceuticals in the water – an issue on the California side.

No action was taken.

Item #23 – For Discussion Only: Update on activities in Storey County –

Committee Member Canfield reported the following:

- Water tank replacement is in progress.
- The Storey County Water Resource Plan is ongoing.
- Public Works projects, including the Gold Hill Treatment Plant is moving forward.
- Storey County Hazard Mitigation Plan is being updated to go to Board in June.

No action was taken.

Item #24 – For Discussion Only: Public Comment – None

There being no further business to come before the Board, Chairman Erquiaga adjourned the meeting at 8:04 pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

DRAFT

AGENDA ITEM #7

TREASURER'S REPORT

1:15 PM

05/31/20

Cash Basis

Floodplain Management Fund

Balance Sheet

As of May 31, 2020

	May 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	404,795.42
Total Checking/Savings	404,795.42
Total Current Assets	404,795.42
TOTAL ASSETS	404,795.42
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	398,041.33
Net Income	6,754.09
Total Equity	404,795.42
TOTAL LIABILITIES & EQUITY	404,795.42

1:15 PM

05/31/20

Cash Basis

Floodplain Management Fund

Profit & Loss Budget vs. Actual

July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	6,754.09	9,699.30	-2,945.21	69.6%
Total Income	6,754.09	9,699.30	-2,945.21	69.6%
Expense				
8009-01 · Reg. Flood Preliminary Planning	0.00	300,000.00	-300,000.00	0.0%
8009-02 · Flood Project Along SR88-Minden	0.00	40,000.00	-40,000.00	0.0%
8009-03 · CVCD-2017 Flood Permit/Repairs	0.00	0.00	0.00	0.0%
8009-04 · DVCD-2017 Flood Permit/Repairs	0.00	0.00	0.00	0.0%
8009-05 · ChCo Floodplain Evaluation	0.00	35,000.00	-35,000.00	0.0%
Total Expense	0.00	375,000.00	-375,000.00	0.0%
Net Ordinary Income	6,754.09	-365,300.70	372,054.79	-1.8%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	387,972.00	-387,972.00	0.0%
Total Other Income	0.00	387,972.00	-387,972.00	0.0%
Other Expense				
8002-03 · Trans.Out-General Fund	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	387,972.00	-387,972.00	0.0%
Net Income	6,754.09	22,671.30	-15,917.21	29.8%

1:18 PM

06/06/20

Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
May 2020

	<u>May 20</u>	<u>Jul '19 - May 20</u>
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	477.66	6,754.09
Total Income	477.66	6,754.09
Net Ordinary Income	477.66	6,754.09
Net Income	<u>477.66</u>	<u>6,754.09</u>

Balance Sheet

As of May 31, 2020

	May 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	780,843.19
Total Checking/Savings	780,843.19
Total Current Assets	780,843.19
TOTAL ASSETS	780,843.19
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	767,849.64
Net Income	12,993.55
Total Equity	780,843.19
TOTAL LIABILITIES & EQUITY	780,843.19

1:10 PM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

05/31/20

Profit & Loss Budget vs. Actual

Cash Basis

July 2019 through May 2020

	<u>Jul '19 - May 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	12,993.55	19,106.33	-6,112.78	68.0%
Total Income	12,993.55	19,106.33	-6,112.78	68.0%
Expense				
8015-02 · Upsize LyCo/Stagecoach Pipeline		250,000.00	-250,000.00	
8015-03 · Upstream Storage Evaluation		22,000.00	-22,000.00	
8015-04 · Construction Projects		475,000.00	-475,000.00	
Total Expense		747,000.00	-747,000.00	
Net Ordinary Income	12,993.55	-727,893.67	740,887.22	-1.8%
Net Income	<u>12,993.55</u>	<u>-727,893.67</u>	<u>740,887.22</u>	<u>-1.8%</u>

1:20 PM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

06/06/20

Profit & Loss YTD Comparison

Cash Basis

May 2020

	May 20	Jul '19 - May 20
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	921.40	12,993.55
Total Income	921.40	12,993.55
Net Ordinary Income	921.40	12,993.55
Net Income	921.40	12,993.55

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND**Balance Sheet**

As of May 31, 2020

	May 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	24,655.62
1014-00 · Local Gov't Inv. Pool-Regular	950,981.33
1030-00 · Petty Cash	100.00
Total Checking/Savings	975,736.95
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	976,236.95
TOTAL ASSETS	976,236.95
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	25,758.30
3362-00 · Accrued sick leave	58,171.36
Total Other Current Liabilities	83,929.66
Total Current Liabilities	83,929.66
Total Liabilities	83,929.66
Equity	
4000-00 · Fund Balance	597,225.34
Net Income	295,081.95
Total Equity	892,307.29
TOTAL LIABILITIES & EQUITY	976,236.95

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Profit & Loss Budget vs. Actual

Cash Basis

July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008-00 · Alpine Co. Joint Powers contrib	10,400.00	10,400.00		100.0%
5009-00 · Churchill County Ad Valorem	190,550.43	213,817.00	-23,266.57	89.1%
5010-00 · Lyon County Ad Valorem	168,643.76	176,286.00	-7,642.24	95.7%
5011-00 · Douglas County Ad Valorem	582,312.63	588,466.00	-6,153.37	99.0%
5012-00 · Carson City Ad Valorem	410,970.38	434,373.00	-23,402.62	94.6%
5022-00 · Water Lease - Mud Lake		51,000.00	-51,000.00	
5023-00 · Water Lease-Lost Lakes	804.00		804.00	100.0%
5031-00 · Interest Income-LGIP Reg.	11,901.04	14,984.70	-3,083.66	79.4%
5045-00 · Interest Income-B of A Savings	0.01		0.01	100.0%
5050-00 · Watershed Coordinator Grant				
5050-12 · NDEP-WS Coord III 2018-2020	48,250.34	48,037.00	213.34	100.4%
5050-13 · NDEP-WS Coord IV 2019-2022		50,000.00	-50,000.00	
Total 5050-00 · Watershed Coordinator Grant	48,250.34	98,037.00	-49,786.66	49.2%
5058-00 · 208 Water Quality Plan				
5058-04 · NDEP-LID Implementation 2018-20	12,384.47	24,478.00	-12,093.53	50.6%
Total 5058-00 · 208 Water Quality Plan	12,384.47	24,478.00	-12,093.53	50.6%
5060-00 · Misc. Income				
5060-02 · Watershed Tour		6,000.00	-6,000.00	
5060-00 · Misc. Income - Other	341.02		341.02	100.0%
Total 5060-00 · Misc. Income	341.02	6,000.00	-5,658.98	5.7%
5082-00 · Alpine Co.-CASGEM Grant	472.42	1,000.00	-527.58	47.2%
5083-00 · Al.Co.-Mesa GW Monitoring Grant	214.53		214.53	100.0%
5096-00 · NFWF-Weed Mgmt.	18,751.77	19,963.00	-1,211.23	93.9%
5099-00 · NDEP-WS Lit.Implement.-Phase 3	45,797.51	23,310.00	22,487.51	196.5%
6000-00 · FEMA-MAS #8	64,814.32	34,101.00	30,713.32	190.1%
6003-00 · FEMA-MAS #9	332,420.78	393,170.00	-60,749.22	84.5%
6004-00 · BOR WaterSMART Grant	33,922.00	50,000.00	-16,078.00	67.8%
6005-00 · FEMA - MAS # 10				
6005-01 · Carson Valley Flood Model - HDR	3,932.44		3,932.44	100.0%
6005-00 · FEMA - MAS # 10 - Other	184,103.66		184,103.66	100.0%
Total 6005-00 · FEMA - MAS # 10	188,036.10		188,036.10	100.0%
Total Income	2,120,987.51	2,139,385.70	-18,398.19	99.1%
Expense				
7015-00 · Salaries & Wages	354,126.67	396,400.00	-42,273.33	89.3%
7020-00 · Employee Benefits	138,114.50	159,000.00	-20,885.50	86.9%
7021-00 · Workers Comp Ins.	1,031.77	1,400.00	-368.23	73.7%
7101-00 · Director's Fees				
7101-01 · Director Benefits	136.76		136.76	100.0%
7101-02 · Director's Fees-Alpine Co.	1,520.00		1,520.00	100.0%
7101-00 · Director's Fees - Other	9,102.55	16,000.00	-6,897.45	56.9%
Total 7101-00 · Director's Fees	10,759.31	16,000.00	-5,240.69	67.2%
7102-00 · Insurance	4,985.12	5,100.00	-114.88	97.7%
7103-00 · Office Supplies	1,604.99	1,910.00	-305.01	84.0%
7104-00 · Postage	1,019.60	850.00	169.60	120.0%
7105-00 · Rent	33,594.00	36,648.00	-3,054.00	91.7%
7106-00 · Telephone/Internet	4,811.45	4,000.00	811.45	120.3%
7107-00 · Travel-transport/meals/lodging				
7107-02 Staff Indirect Mileage	90.19		90.19	100.0%
7107-01 · Car Allowance	6,797.04		6,797.04	100.0%
7107-00 · Travel-transport/meals/lodging - Other	4,287.55	19,301.00	-15,013.45	22.2%
Total 7107-00 · Travel-transport/meals/lodging	11,174.78	19,301.00	-8,126.22	57.9%
7108-00 · Dues & Publications	777.88	1,100.00	-322.12	70.7%
7109-00 · Miscellaneous Expense	423.50	1,000.00	-576.50	42.4%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Profit & Loss Budget vs. Actual

Cash Basis

July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
7110-00 · Seminars & Education	1,455.00	3,000.00	-1,545.00	48.5%
7111-00 · Office Equipment	1,499.99	3,000.00	-1,500.01	50.0%
7112-00 · Bank Charges		50.00	-50.00	
7114-00 · Outside Professional Services	11,759.89	10,000.00	1,759.89	117.6%
7115-00 · Accounting	10,000.00	16,000.00	-6,000.00	62.5%
7116-00 · Legal	20,000.00	36,000.00	-16,000.00	55.6%
7117-00 · Lost Lakes Expenses	10,307.91	12,700.00	-2,392.09	81.2%
7118-00 · Mud Lake O & M	1,032.90	1,000.00	32.90	103.3%
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		6,000.00	-6,000.00	
7120-31 · Watershed Coord Grant III 17-19	658.82	2,100.00	-1,441.18	31.4%
7120-33 · Watershed Coord IV 2019-21				
7120-34 · WS Coord Grant MATCH 2019-21				
7120-35 · WS COORD MATCH - Travel	820.72	100.00	720.72	820.7%
7120-36 · WS COORD MATCH - Operations	2,154.16	500.00	1,654.16	430.8%
7120-37 · WS COORD MATCH - Sub-Contractor		3,900.00	-3,900.00	
Total 7120-34 · WS Coord Grant MATCH 2019-21	2,974.88	4,500.00	-1,525.12	66.1%
7120-38 · WS COORD-REIMBURSABLE				
7120-39 · WS COORD REIMB - Travel	111.61		111.61	100.0%
7120-40 · WS COORD REIMB- Operations	432.08		432.08	100.0%
7120-43 · WS COORD REIMB- Sub-Contractor		5,000.00	-5,000.00	
Total 7120-38 · WS COORD-REIMBURSABLE	543.69	5,000.00	-4,456.31	10.9%
7120-33 · Watershed Coord IV 2019-21 - Other	1.47		1.47	100.0%
Total 7120-33 · Watershed Coord IV 2019-21	3,520.04	9,500.00	-5,979.96	37.1%
Total 7120-00 · Integrated Watershed Programs	4,178.86	17,600.00	-13,421.14	23.7%
7126-00 · NDEP Drone Sub-Grant 2020	2,577.74		2,577.74	100.0%
7215-00 · Sierra NV Journeys-Family Night		4,477.00	-4,477.00	
7332-00 · Carson River Work Days				
7332-05 · CR Work Days 2019-20	8,785.36	26,000.00	-17,214.64	33.8%
Total 7332-00 · Carson River Work Days	8,785.36	26,000.00	-17,214.64	33.8%
7337-00 · Carson River Restoration				
7337-01 · Carson Valley Conserv District				
7337-19 · CVCD-Bioengineering, 2018-20	43,511.22		43,511.22	100.0%
7337-20 · CVCD Genoa Bank Stabilize 19-20	2,791.83	87,000.00	-84,208.17	3.2%
7337-24 · CVCD Bio, Maint & Debris 19-20	60,000.88	60,000.00	0.88	100.0%
7337-91 · CVCD-Cradlebaugh #1 2018-20 EXT	84,111.09	10,000.00	74,111.09	841.1%
Total 7337-01 · Carson Valley Conserv District	190,415.02	157,000.00	33,415.02	121.3%
7337-03 · Dayton Valley Conserv				
7337-33 · DVCD--Restoration 2017-20 EXT	16,650.55	66,600.00	-49,949.45	25.0%
7337-34 · DVCD Bank Stab/Dayton Br 19-20	17,756.35	90,000.00	-72,243.65	19.7%
Total 7337-03 · Dayton Valley Conserv	34,406.90	156,600.00	-122,193.10	22.0%
7337-04 · Lahontan Conserv.Dist				
7337-42 · LCD Channel Clearing 2019-20		25,000.00	-25,000.00	
Total 7337-04 · Lahontan Conserv.Dist		25,000.00	-25,000.00	
Total 7337-00 · Carson River Restoration	224,821.92	338,600.00	-113,778.08	66.4%
7404-00 · Noxious Weeds Control-CR Wtrshd				
7404-01 · Noxious Weed Control-Alpine Co.		15,000.00	-15,000.00	
7404-02 · Noxious Weed Control-Douglas Co		15,000.00	-15,000.00	
7404-03 · Noxious Weed Control-CarsonCity		15,000.00	-15,000.00	
7404-04 · Noxious Weed Control-Lyon Co.		15,000.00	-15,000.00	
7404-05 · Noxious Weed Control-Churchill		15,000.00	-15,000.00	

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05/31/20

Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		75,000.00	-75,000.00	
7406-00 · 208 Water Quality Mgmt. Plan				
7406-03 · LID Implementation 2018-6/30/20	10,093.30		10,093.30	100.0%
7406-00 · 208 Water Quality Mgmt. Plan - Other		18,367.00	-18,367.00	
Total 7406-00 · 208 Water Quality Mgmt. Plan	10,093.30	18,367.00	-8,273.70	55.0%
7429-00 · NDEP-Wtrshd Lit.Implementation	5.18		5.18	100.0%
7430-00 · NFWF - Weed Mgmt.	17,652.13	17,452.00	200.13	101.1%
7433-00 · NDEP-WS Lit.Impl.-Phase 3				
7433-01 · NDEP -WS LIT 3-MATCH 2019-20				
7433-02 · WS LIT 3 MATCH-CWSD WS Video	11,299.28	10,000.00	1,299.28	113.0%
7433-03 · WS LIT 3 MATCH -Operations	105.22	1,090.00	-984.78	9.7%
7433-04 · WS LIT 3 MATCH - Travel	73.79	1,099.00	-1,025.21	6.7%
Total 7433-01 · NDEP -WS LIT 3-MATCH 2019-20	11,478.29	12,189.00	-710.71	94.2%
7433-00 · NDEP-WS Lit.Impl.-Phase 3 - Other	44,433.27	23,310.00	21,123.27	190.6%
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3	55,911.56	35,499.00	20,412.56	157.5%
7434-00 · FEMA MAS #8				
7434-01 · Dayton ADMP(JE Fuller)	47,970.70		47,970.70	100.0%
7434-02 · Update Floodplain Ord.-Loveberg	5,450.00		5,450.00	100.0%
7434-00 · FEMA MAS #8 - Other	40.37	22,993.00	-22,952.63	0.2%
Total 7434-00 · FEMA MAS #8	53,461.07	22,993.00	30,468.07	232.5%
7437-00 · FEMA MAS #9				
7437-01 · South Dayton Valley ADMP(JEF)	158,282.30		158,282.30	100.0%
7437-02 · North CC ADMP (MB)	74,654.42		74,654.42	100.0%
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)	70,714.58		70,714.58	100.0%
7437-04 · Flood Awareness 2019				
7437-41 · River Wranglers-FAW	2,416.53		2,416.53	100.0%
7437-04 · Flood Awareness 2019 - Other	7,055.08		7,055.08	100.0%
Total 7437-04 · Flood Awareness 2019	9,471.61		9,471.61	100.0%
7437-00 · FEMA MAS #9 - Other	280.21	359,553.00	-359,272.79	0.1%
Total 7437-00 · FEMA MAS #9	313,403.12	359,553.00	-46,149.88	87.2%
7438-00 · BOR WaterSMART Market Program				
7438-01 · Water Mktg Study-LUMOS 2019-21				
7438-02 · BOR WaterSmart-LUMOS MATCH	15,816.50		15,816.50	100.0%
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other	33,922.00		33,922.00	100.0%
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	49,738.50		49,738.50	100.0%
7438-00 · BOR WaterSMART Market Program - Other		50,000.00	-50,000.00	
Total 7438-00 · BOR WaterSMART Market Program	49,738.50	50,000.00	-261.50	99.5%
7439-00 · FEMA MAS #10				
7439-01 · Carson Valley Flood Model (HDR)	16,358.84		16,358.84	100.0%
7439-02 · West CC Study (Kimley-Horn)	46,094.00		46,094.00	100.0%
7439-03 · RuhenStroth ADMP (Fuller)	88,363.45		88,363.45	100.0%
7439-04 · Ch Cty Flood Maps (Precision)	19,138.75		19,138.75	100.0%
7439-06 · FEMA Training -Dec. 9-12, OAK	1,907.27		1,907.27	100.0%
7439-00 · FEMA MAS #10 - Other	152.69		152.69	100.0%
Total 7439-00 · FEMA MAS #10	172,015.00		172,015.00	100.0%
7500-00 · USGS Stream Gage Contract				
7500-03 · USGS Stream Flow Gauges 2019-21	39,202.00	78,405.00	-39,203.00	50.0%
Total 7500-00 · USGS Stream Gage Contract	39,202.00	78,405.00	-39,203.00	50.0%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-03 · DoCo WQ/GW Mon. 2019-21	12,667.00	16,890.00	-4,223.00	75.0%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Profit & Loss Budget vs. Actual

Cash Basis

July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	12,667.00	16,890.00	-4,223.00	75.0%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22	2,915.00	5,800.00	-2,885.00	50.3%
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	2,915.00	5,800.00	-2,885.00	50.3%
7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20	12,795.00	3,225.00	9,570.00	396.7%
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM	1.76	10.00	-8.24	17.6%
7600-10 · Al.Co.-Mesa GW Monitoring	40.38		40.38	100.0%
7600-11 · AWG CR Upper WS Prog 2019-20	25,000.00	25,000.00		100.0%
Total 7600-00 · Alpine County Projects	25,042.14	25,010.00	32.14	100.1%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7610-00 · Douglas County Projects	62,500.00	125,000.00	-62,500.00	50.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
7620-16 · CC Reuse Master Plan 2019-20	35,526.38	50,000.00	-14,473.62	71.1%
7620-17 · Mexican Dam Portage 2019-20		25,000.00	-25,000.00	
Total 7620-00 · Carson City Projects	98,026.38	200,000.00	-101,973.62	49.0%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21	12,004.00	18,000.00	-5,996.00	66.7%
7640-17 · TCID Carson Diversion Dam 19-20	12,771.27	50,000.00	-37,228.73	25.5%
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22	16,859.77	28,000.00	-11,140.23	60.2%
Total 7640-00 · Churchill County Projects	41,635.04	96,000.00	-54,364.96	43.4%
Total Expense	1,825,905.56	2,240,330.00	-414,424.44	81.5%
Net Ordinary Income	295,081.95	-100,944.30	396,026.25	-292.3%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		599,388.00	-599,388.00	
Total Other Income		599,388.00	-599,388.00	
Other Expense				
8008-00 · Preliminary Planning		392,000.00	-392,000.00	
Total Other Expense		392,000.00	-392,000.00	
Net Other Income		207,388.00	-207,388.00	
Net Income	295,081.95	106,443.70	188,638.25	277.2%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/06/20

Profit & Loss YTD Comparison

Cash Basis

May 2020

	May 20	Jul '19 - May 20
Ordinary Income/Expense		
Income		
5008-00 · Alpine Co. Joint Powers contrib		10,400.00
5009-00 · Churchill County Ad Valorem		190,550.43
5010-00 · Lyon County Ad Valorem		168,643.76
5011-00 · Douglas County Ad Valorem	6,015.04	582,312.63
5012-00 · Carson City Ad Valorem		410,970.38
5022-00 · Water Lease - Mud Lake		
5023-00 · Water Lease-Lost Lakes		804.00
5031-00 · Interest Income-LGIP Reg.	945.17	11,901.04
5045-00 · Interest Income-B of A Savings		0.01
5050-00 · Watershed Coordinator Grant		
5050-12 · NDEP-WS Coord III 2018-2020		48,250.34
Total 5050-00 · Watershed Coordinator Grant		48,250.34
5058-00 · 208 Water Quality Plan		
5058-04 · NDEP-LID Implementation 2018-20		12,384.47
Total 5058-00 · 208 Water Quality Plan		12,384.47
5060-00 · Misc. Income		341.02
5082-00 · Alpine Co.-CASGEM Grant		472.42
5083-00 · Al.Co.-Mesa GW Monitoring Grant		214.53
5096-00 · NFWF-Weed Mgmt.		18,751.77
5098-00 · FEMA -MAS #7		
5099-00 · NDEP-WS Lit.Implement.-Phase 3		45,797.51
6000-00 · FEMA-MAS #8		64,814.32
6003-00 · FEMA-MAS #9	44,133.67	332,420.78
6004-00 · BOR WaterSMART Grant		33,922.00
6005-00 · FEMA - MAS # 10		
6005-01 · Carson Valley Flood Model - HDR		3,932.44
6005-00 · FEMA - MAS # 10 - Other	40,211.35	184,103.66
Total 6005-00 · FEMA - MAS # 10	40,211.35	188,036.10
Total Income	91,305.23	2,120,987.51
Expense		
7015-00 · Salaries & Wages	43,990.23	354,126.67
7020-00 · Employee Benefits	15,766.88	138,114.50
7021-00 · Workers Comp Ins.		1,031.77
7101-00 · Director's Fees		
7101-01 · Director Benefits	40.60	136.76
7101-02 · Director's Fees-Alpine Co.	240.00	1,520.00
7101-00 · Director's Fees - Other	2,800.00	9,102.55
Total 7101-00 · Director's Fees	3,080.60	10,759.31
7102-00 · Insurance		4,985.12
7103-00 · Office Supplies	43.96	1,604.99
7104-00 · Postage	257.25	1,019.60
7105-00 · Rent	3,054.00	33,594.00
7106-00 · Telephone/Internet	474.92	4,811.45
7107-00 · Travel-transport/meals/lodging		
7107-02 Staff Indirect Mileage		90.19
7107-01 · Car Allowance	849.63	6,797.04
7107-00 · Travel-transport/meals/lodging - Other		4,287.55
Total 7107-00 · Travel-transport/meals/lodging	849.63	11,174.78
7108-00 · Dues & Publications	110.88	777.88
7109-00 · Miscellaneous Expense		423.50
7110-00 · Seminars & Education	875.00	1,455.00
7111-00 · Office Equipment		1,499.99
7112-00 · Bank Charges		
7114-00 · Outside Professional Services	1,700.00	11,759.89
7115-00 · Accounting		10,000.00
7116-00 · Legal	2,000.00	20,000.00
7117-00 · Lost Lakes Expenses		10,307.91
7118-00 · Mud Lake O & M		1,032.90
7120-00 · Integrated Watershed Programs		
7120-31 · Watershed Coord Grant III 17-19		658.82
7120-33 · Watershed Coord IV 2019-21		
7120-34 · WS Coord Grant MATCH 2019-21		

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

May 2020

	May 20	Jul '19 - May 20
7120-35 · WS COORD MATCH - Travel		820.72
7120-36 · WS COORD MATCH - Operations		2,154.16
Total 7120-34 · WS Coord Grant MATCH 2019-21		2,974.88
7120-38 · WS COORD-REIMBURSABLE		
7120-39 · WS COORD REIMB - Travel		111.61
7120-40 · WS COORD REIMB- Operations		432.08
Total 7120-38 · WS COORD-REIMBURSABLE		543.69
7120-33 · Watershed Coord IV 2019-21 - Other	1.47	1.47
Total 7120-33 · Watershed Coord IV 2019-21	1.47	3,520.04
Total 7120-00 · Integrated Watershed Programs	1.47	4,178.86
7126-00 · NDEP Drone Sub-Grant 2020		
7215-00 · Sierra NV Journeys-Family Night	2,577.74	2,577.74
7332-00 · Carson River Work Days		
7332-04 · CR Work Days 2018-19		
7332-05 · CR Work Days 2019-20		8,785.36
Total 7332-00 · Carson River Work Days		8,785.36
7337-00 · Carson River Restoration		
7337-01 · Carson Valley Conserv District		
7337-19 · CVCD-Bioengineering, 2018-20		43,511.22
7337-20 · CVCD Genoa Bank Stabilize 19-20		2,791.83
7337-24 · CVCD Bio, Maint & Debris 19-20		60,000.88
7337-91 · CVCD-Cradlebaugh #1 2018-20 EXT		84,111.09
Total 7337-01 · Carson Valley Conserv District		190,415.02
7337-03 · Dayton Valley Conserv		
7337-33 · DVCD-Restoration 2017-20 EXT		16,650.55
7337-34 · DVCD Bank Stab/Dayton Br 19-20		17,756.35
7337-35 · DVCD Post Flood Repairs #18-11A		
Total 7337-03 · Dayton Valley Conserv		34,406.90
Total 7337-00 · Carson River Restoration		224,821.92
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-00 · 208 Water Quality Mgmt. Plan		
7406-03 · LID Implementation 2018-6/30/20		10,093.30
Total 7406-00 · 208 Water Quality Mgmt. Plan		10,093.30
7429-00 · NDEP-Wtrshd Lit.Implementation		5.18
7430-00 · NFWF - Weed Mgmt.		17,652.13
7433-00 · NDEP-WS Lit.Impl.-Phase 3		
7433-01 · NDEP -WS LIT 3-MATCH 2019-20		
7433-02 · WS LIT 3 MATCH-CWSD WS Video		11,299.28
7433-03 · WS LIT 3 MATCH -Operations		105.22
7433-04 · WS LIT 3 MATCH - Travel		73.79
Total 7433-01 · NDEP -WS LIT 3-MATCH 2019-20		11,478.29
7433-00 · NDEP-WS Lit.Impl.-Phase 3 - Other		44,433.27
Total 7433-00 · NDEP-WS Lit.Impl.-Phase 3		55,911.56
7434-00 · FEMA MAS #8		
7434-01 · Dayton ADMP(JE Fuller)		47,970.70
7434-02 · Update Floodplain Ord.-Loveberg		5,450.00
7434-00 · FEMA MAS #8 - Other		40.37
Total 7434-00 · FEMA MAS #8		53,461.07
7437-00 · FEMA MAS #9		
7437-01 · South Dayton Valley ADMP(JEF)	33,897.70	158,282.30
7437-02 · North CC ADMP (MB)	6,067.38	74,654.42
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)	1,375.83	70,714.58
7437-04 · Flood Awareness 2019		

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/06/20

Profit & Loss YTD Comparison

Cash Basis

May 2020

	May 20	Jul '19 - May 20
7437-41 · River Wranglers-FAW	831.49	2,416.53
7437-04 · Flood Awareness 2019 - Other		7,055.08
Total 7437-04 · Flood Awareness 2019	831.49	9,471.61
7437-00 · FEMA MAS #9 - Other	4.74	280.21
Total 7437-00 · FEMA MAS #9	42,177.14	313,403.12
7438-00 · BOR WaterSMART Market Program		
7438-01 · Water Mktg Study-LUMOS 2019-21		
7438-02 · BOR WaterSmart-LUMOS MATCH	4,465.00	15,816.50
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other		33,922.00
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	4,465.00	49,738.50
Total 7438-00 · BOR WaterSMART Market Program	4,465.00	49,738.50
7439-00 · FEMA MAS #10		
7439-01 · Carson Valley Flood Model (HDR)		16,358.84
7439-02 · West CC Study (Kimley-Horn)	26,222.00	46,094.00
7439-03 · RuhenStroth ADMP (Fuller)	1,476.90	88,363.45
7439-04 · Ch Cty Flood Maps (Precision)	10,096.25	19,138.75
7439-06 · FEMA Training -Dec. 9-12, OAK		1,907.27
7439-00 · FEMA MAS #10 - Other	4.95	152.69
Total 7439-00 · FEMA MAS #10	37,800.10	172,015.00
7500-00 · USGS Stream Gage Contract		
7500-02 · Stream Gages 2017-19		
7500-03 · USGS Stream Flow Gauges 2019-21		39,202.00
Total 7500-00 · USGS Stream Gage Contract		39,202.00
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-02 · DoCo WQ/GW Mon. 2017-19		
7508-03 · DoCo WQ/GW Mon. 2019-21		12,667.00
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		12,667.00
7524-00 · USGS-GW Lvl & WQ in Ch.Co.		
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22		2,915.00
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		2,915.00
7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20		12,795.00
7527-00 · USGS-Arsenic Data Collection-CV		
7527-01 · USGS-CV Arsenic Study 2018-19		
Total 7527-00 · USGS-Arsenic Data Collection-CV		
7528-00 · USGS-Mercury/Arsenic/Lead Mon.		
7600-00 · Alpine County Projects		
7600-09 · Al.Co.-CASGEM		1.76
7600-10 · Al.Co.-Mesa GW Monitoring		40.38
7600-11 · AWG CR Upper WS Prog 2019-20	12,500.00	25,000.00
Total 7600-00 · Alpine County Projects	12,500.00	25,042.14
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		62,500.00
Total 7610-00 · Douglas County Projects		62,500.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
7620-16 · CC Reuse Master Plan 2019-20	15,863.88	35,526.38
Total 7620-00 · Carson City Projects	15,863.88	98,026.38
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21	3,820.00	12,004.00
7640-16 · Dixie Vly.Wtr.Lvl.Meas 2016-19		12,771.27
7640-17 · TCID Carson Diversion Dam 19-20		16,859.77
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22	3,938.00	
Total 7640-00 · Churchill County Projects	7,758.00	41,635.04
Total Expense	195,346.68	1,825,905.56
Net Ordinary Income	-104,041.45	295,081.95
Other Income/Expense		

12:53 PM

06/06/20

Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

May 2020

	May 20	Jul '19 - May 20
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.		
Total Other Income		
Net Other Income		
Net Income	-104,041.45	295,081.95

AGENDA ITEM #8

PAYMENT OF BILLS

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Transaction Detail by Account

Cash Basis

May 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 · Cash in Checking - U. S. Bank						
Check	05/02/2020	9962	Bank of America	APR 20; Acct. #4024 4910 0003 3949	-2,770.23	-2,770.23
Check	05/02/2020	9963	Euronev, Ltd.	May 2020 Rent	-3,054.00	-5,824.23
Check	05/09/2020	9964	River Wranglers	INV#4 -FEMA 9 FAW-1/1/20-3/31/20	-831.49	-6,655.72
Check	05/10/2020	9965	Carson City	CWSD Payroll #9	-22,799.13	-29,454.85
Check	05/10/2020	9967	Nevada Appeal	Acct# 1060827; 2020-21 Budget Public Hearing Noti...	-90.88	-29,545.73
Check	05/10/2020	9966	VOID	VOID		-29,545.73
Check	05/10/2020	9968	Alpine Watershed Group	Inv#2019-20-2	-12,500.00	-42,045.73
Check	05/10/2020	9969	Geeks of Nevada	Invoice#2990	-1,700.00	-43,745.73
Check	05/10/2020	9970	Lumos & Assoc., Inc.	Inv#104492 Proj#9834	-4,465.00	-48,210.73
Check	05/10/2020	9971	Konica Minolta Business Solutions U...	Acct#3091 4/1/20-4/30/20	-55.12	-48,265.85
Check	05/10/2020	9972	JE Fuller Hydrology & Geomorpholog...	Inv.#P3247.01-5 & P3121.01-16	-35,374.60	-83,640.45
Check	05/10/2020	9973	Precision Water Resources Engineeri...	Inv#1935 ChCty Flood Map Project	-10,096.25	-93,736.70
Check	05/10/2020	9975	VOID	VOID		-93,736.70
Check	05/16/2020	WIRE...	Local Govt Investment Pool	for investment in CCWSD	-150,000.00	-243,736.70
Check	05/16/2020	9974	VOID	VOID		-243,736.70
Check	05/16/2020	9976	King & Russo, Ltd.	Professional Services April 2020	-2,000.00	-245,736.70
Check	05/16/2020	9977	Carson City	CWSD Payroll #10	-20,906.45	-266,643.15
Check	05/16/2020	9978	Kimley-Horn & Associates, Inc.	Inv.#16274925 Project #291417000.1	-26,222.00	-292,865.15
Check	05/18/2020	9979	Michael Baker International, Inc.	Inv#107572NCC ADMP	-6,067.38	-298,932.53
Check	05/18/2020	9980	HDR Engineering, Inc.	Inv. #1200268828	-1,375.83	-300,308.36
Deposit	05/20/2020			Deposit	84,345.02	-215,963.34
Deposit	05/22/2020			Deposit	6,015.04	-209,948.30
Check	05/22/2020	9981	Deborah Neddenriep	ASFPM Registration	-300.00	-210,248.30
Check	05/22/2020	9982	Churchill County	Jan--Mar 2020, Lahontan Vly. & Dixie Vly. Wtr. Lvl. ...	-7,758.00	-218,006.30
Check	05/22/2020	9983	David Griffith	May Director Fees	-160.00	-218,166.30
Check	05/22/2020	9984	Donald Jardine	May Director Fee	-80.00	-218,246.30
Check	05/22/2020	9985	Charter Communications	Acct#8354110010917880	-309.94	-218,556.24
Check	05/22/2020	9986	Division of Water Resources	Annual Renewal E. James: State Water Right Surve...	-20.00	-218,576.24
Check	05/22/2020	9987	Bank of America	MAY 20; Acct. #4024 4910 0003 3949	-804.74	-219,380.98
Check	05/31/2020	9988	Carson City	CWSD Payroll #11	-19,741.76	-239,122.74
Check	05/31/2020	9989	Carson City Public Works	Inv#2019-10-2 CC Reuse Master Plan	-15,863.88	-254,986.62
Total 1013-00 · Cash in Checking - U. S. Bank					-254,986.62	-254,986.62
1014-00 · Local Gov't Inv. Pool-Regular						
Deposit	05/01/2020			Interest	945.17	945.17
Check	05/16/2020	WIRE...	Local Govt Investment Pool	for investment in CCWSD	150,000.00	150,945.17
Total 1014-00 · Local Gov't Inv. Pool-Regular					150,945.17	150,945.17
3307-00 · CC Payroll Due						
General Jo...	05/10/2020			Payroll #9 (4/10/20-4/23/20)	-22,799.13	-22,799.13
Check	05/10/2020	9965	Carson City	Payroll #9 (4/10/2020-4/23/2020)	22,799.13	
Check	05/16/2020	9977	Carson City	Payroll #10 (4/24/2020-5/7/2020)	20,906.45	20,906.45
General Jo...	05/16/2020			Payroll #10 (4/24/2020-5/7/2020)	-20,906.45	
General Jo...	05/31/2020			Payroll #11 (5/8/2020-5-21-2020)	-19,741.76	-19,741.76
Check	05/31/2020	9988	Carson City	Payroll #11 (5/8/2020-5/21/2020)	19,741.76	
Total 3307-00 · CC Payroll Due						
5011-00 · Douglas County Ad Valorem						
Deposit	05/22/2020	704803	Douglas County Treasurer	April Ad Valorem	-6,015.04	-6,015.04
Total 5011-00 · Douglas County Ad Valorem					-6,015.04	-6,015.04
5031-00 · Interest Income-LGIP Reg.						
Deposit	05/01/2020			Interest	-945.17	-945.17
Total 5031-00 · Interest Income-LGIP Reg.					-945.17	-945.17
6003-00 · FEMA-MAS #9						
Deposit	05/20/2020		FEMA	Draw 15	-44,133.67	-44,133.67
Total 6003-00 · FEMA-MAS #9					-44,133.67	-44,133.67
6005-00 · FEMA - MAS # 10						
Deposit	05/20/2020		FEMA	Draw 6	-40,211.35	-40,211.35
Total 6005-00 · FEMA - MAS # 10					-40,211.35	-40,211.35
7015-00 · Salaries & Wages						
General Jo...	05/10/2020			Salary Payroll #9 Fryer	2,688.10	2,688.10
General Jo...	05/10/2020			Salary Payroll #9 Hunt	2,438.48	5,126.58
General Jo...	05/10/2020			Salary Payroll #9 James	5,533.00	10,659.58
General Jo...	05/10/2020			Salary Payroll #9 Neddenriep	1,914.69	12,574.27
General Jo...	05/10/2020			Salary Payroll #9 Schambra	2,304.40	14,878.67
General Jo...	05/16/2020			Salary Payroll #10 Fryer	2,361.30	17,239.97
General Jo...	05/16/2020			Salary Payroll #10 Hunt	2,531.91	19,771.88
General Jo...	05/16/2020			Salary Payroll #10 James	5,533.00	25,304.88
General Jo...	05/16/2020			Salary Payroll #10 Neddenriep	1,906.88	27,211.76

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Page 1

1:39 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Transaction Detail by Account

Cash Basis

May 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	05/16/2020			Salary Payroll #10 Schambra	2,304.40	29,516.16
General Jo...	05/31/2020			Salary Payroll #11 Fryer	2,397.62	31,913.78
General Jo...	05/31/2020			Salary Payroll #11 Hunt	2,332.19	34,245.97
General Jo...	05/31/2020			Salary Payroll #11 James	5,533.00	39,778.97
General Jo...	05/31/2020			Salary Payroll #11 Neddenriep	1,906.87	41,685.84
General Jo...	05/31/2020			Salary Payroll #11 Schambra	2,304.39	43,990.23
Total 7015-00 · Salaries & Wages					43,990.23	43,990.23
7020-00 · Employee Benefits						
General Jo...	05/10/2020			Benies Payroll #9 Fryer	426.62	426.62
General Jo...	05/10/2020			Benies Payroll #9 Hunt	1,296.53	1,723.15
General Jo...	05/10/2020			Benies Payroll #9 James	2,267.85	3,991.00
General Jo...	05/10/2020			Benies Payroll #9 Neddenriep	994.56	4,985.56
General Jo...	05/10/2020			Benies Payroll #9 Schambra	1,028.49	6,014.05
General Jo...	05/16/2020			Benies Payroll #10 Fryer	372.04	6,386.09
General Jo...	05/16/2020			Benies Payroll #10 Hunt	1,325.21	7,711.30
General Jo...	05/16/2020			Benies Payroll #10 James	2,267.85	9,979.15
General Jo...	05/16/2020			Benies Payroll #10 Neddenriep	992.16	10,971.31
General Jo...	05/16/2020			Benies Payroll #10 Schambra	1,028.49	11,999.80
General Jo...	05/31/2020			Benies Payroll #11 Fryer	378.11	12,377.91
General Jo...	05/31/2020			Benies Payroll #11 Hunt	715.99	13,093.90
General Jo...	05/31/2020			Benies Payroll #11 James	1,702.74	14,796.64
General Jo...	05/31/2020			Benies Payroll #11 Neddenriep	585.41	15,382.05
General Jo...	05/31/2020			Benies Payroll #11 Schambra	384.83	15,766.88
Total 7020-00 · Employee Benefits					15,766.88	15,766.88
7101-00 · Director's Fees						
7101-01 · Director Benefits						
General Jo...	05/10/2020			Dir Benies Payroll #9 Bonkowski	2.32	2.32
General Jo...	05/10/2020			Dir Benies Payroll #9 Giomi	2.32	4.64
General Jo...	05/10/2020			Dir Benies Payroll #9 Erquiaga	2.32	6.96
General Jo...	05/10/2020			Dir Benies Payroll #9 Gray	2.32	9.28
General Jo...	05/10/2020			Dir Benies Payroll #9 Jacobs	2.32	11.60
General Jo...	05/10/2020			Dir Benies Payroll #9 Penzel	2.32	13.92
General Jo...	05/10/2020			Dir Benies Payroll #9 Schank	2.32	16.24
General Jo...	05/10/2020			Dir Benies Payroll #9 Stodieck	1.16	17.40
General Jo...	05/10/2020			Dir Benies Payroll #9 Thaler	2.32	19.72
General Jo...	05/10/2020			Dir Benies Payroll #9 Walsh	1.16	20.88
General Jo...	05/10/2020			Dir Benies Payroll #9 Workman	2.32	23.20
General Jo...	05/31/2020			Director Benies Payroll #11 Bonkowski	2.32	25.52
General Jo...	05/31/2020			Director Benies Payroll #11 Erquiaga	2.32	27.84
General Jo...	05/31/2020			Director Benies Payroll #11 Giomi	1.16	29.00
General Jo...	05/31/2020			Director Benies Payroll #11 Gray	1.16	30.16
General Jo...	05/31/2020			Director Benies Payroll #11 Jacobs	2.32	32.48
General Jo...	05/31/2020			Director Benies Payroll #11 Penzel	1.16	33.64
General Jo...	05/31/2020			Director Benies Payroll #11 Schank	1.16	34.80
General Jo...	05/31/2020			Director Benies Payroll #11 Stodieck	1.16	35.96
General Jo...	05/31/2020			Director Benies Payroll #11 Thaler	1.16	37.12
General Jo...	05/31/2020			Director Benies Payroll #11 Walsh	1.16	38.28
General Jo...	05/31/2020			Director Benies Payroll #11 Workman	2.32	40.60
Total 7101-01 · Director Benefits					40.60	40.60
7101-02 · Director's Fees-Alpine Co.						
Check	05/22/2020	9983	David Griffith	May Alpine Cty Director Fees	160.00	160.00
Check	05/22/2020	9984	Donald Jardine	May Alpine Cty Director Fee	80.00	240.00
Total 7101-02 · Director's Fees-Alpine Co.					240.00	240.00
7101-00 · Director's Fees - Other						
General Jo...	05/10/2020			Dir Fee Payroll #9 Bonkowski	160.00	160.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Giomi	160.00	320.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Erquiaga	160.00	480.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Gray	160.00	640.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Jacobs	160.00	800.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Penzel	160.00	960.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Schank	160.00	1,120.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Stodieck	80.00	1,200.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Thaler	160.00	1,360.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Walsh	80.00	1,440.00
General Jo...	05/10/2020			Dir Fee Payroll #9 Workman	160.00	1,600.00
General Jo...	05/31/2020			Director Fee Payroll #11 Bonkowski	160.00	1,760.00
General Jo...	05/31/2020			Director Fee Payroll #11 Erquiaga	160.00	1,920.00
General Jo...	05/31/2020			Director Fee Payroll #11 Giomi	80.00	2,000.00
General Jo...	05/31/2020			Director Fee Payroll #11 Gray	80.00	2,080.00
General Jo...	05/31/2020			Director Fee Payroll #11 Jacobs	160.00	2,240.00
General Jo...	05/31/2020			Director Fee Payroll #11 Penzel	80.00	2,320.00
General Jo...	05/31/2020			Director Fee Payroll #11 Schank	80.00	2,400.00

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Page 2

1:39 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Transaction Detail by Account

Cash Basis

May 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	05/31/2020			Director Fee Payroll #11 Stodieck	80.00	2,480.00
General Jo...	05/31/2020			Director Fee Payroll #11 Thaler	80.00	2,560.00
General Jo...	05/31/2020			Director Fee Payroll #11 Walsh	80.00	2,640.00
General Jo...	05/31/2020			Director Fee Payroll #11 Workman	160.00	2,800.00
Total 7101-00 · Director's Fees - Other					2,800.00	2,800.00
Total 7101-00 · Director's Fees					3,080.60	3,080.60
7103-00 · Office Supplies						
Check	05/10/2020	9971	Konica Minolta Business Solutions U...	April Copies	55.12	55.12
General Jo...	05/31/2020			May Copies	-11.16	43.96
Total 7103-00 · Office Supplies					43.96	43.96
7104-00 · Postage						
Check	05/02/2020	9962	Bank of America	Postage stamps	110.00	110.00
Check	05/22/2020	9987	Bank of America	Postage	147.25	257.25
Total 7104-00 · Postage					257.25	257.25
7105-00 · Rent						
Check	05/02/2020	9963	Euronev, Ltd.	May 2020 Rent	3,054.00	3,054.00
Total 7105-00 · Rent					3,054.00	3,054.00
7106-00 · Telephone/Internet						
Check	05/02/2020	9962	Bank of America	ZOOM.US	14.99	14.99
Check	05/02/2020	9962	Bank of America	APR -Microsoft Internet	5.00	19.99
Check	05/02/2020	9962	Bank of America	APR- Microsoft 365	62.50	82.49
Check	05/22/2020	9985	Charter Communications	MAY Phone/Internet Svcs.	309.94	392.43
Check	05/22/2020	9987	Bank of America	ZOOM.US	14.99	407.42
Check	05/22/2020	9987	Bank of America	MAY -Microsoft Internet	5.00	412.42
Check	05/22/2020	9987	Bank of America	MAY- Microsoft 365	62.50	474.92
Total 7106-00 · Telephone/Internet					474.92	474.92
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
General Jo...	05/10/2020			Car Allowance Payroll #9 James	283.21	283.21
General Jo...	05/16/2020			Car Allowance Payroll #10 James	283.21	566.42
General Jo...	05/31/2020			Car Allowance Payroll #11 James	283.21	849.63
Total 7107-01 · Car Allowance					849.63	849.63
Total 7107-00 · Travel-transport/meals/lodging					849.63	849.63
7108-00 · Dues & Publications						
Check	05/10/2020	9967	Nevada Appeal	2020-21 Budget Public Hearing Notice Ad#0000577...	90.88	90.88
Check	05/22/2020	9986	Division of Water Resources	Annual State Water Right Surveyor License	20.00	110.88
Total 7108-00 · Dues & Publications					110.88	110.88
7110-00 · Seminars & Education						
Check	05/22/2020	9981	Deborah Neddenriep	ASFPM Conference June 9-11, 2020	300.00	300.00
Check	05/22/2020	9987	Bank of America	Stormwater Conference - Brenda Hunt Registration	575.00	875.00
Total 7110-00 · Seminars & Education					875.00	875.00
7114-00 · Outside Professional Services						
Check	05/10/2020	9969	Geeks of Nevada	20 Hour IT Support Services - Contract renewal	1,700.00	1,700.00
Total 7114-00 · Outside Professional Services					1,700.00	1,700.00
7116-00 · Legal						
Check	05/16/2020	9976	King & Russo, Ltd.	Professional Services April 2020	2,000.00	2,000.00
Total 7116-00 · Legal					2,000.00	2,000.00
7120-00 · Integrated Watershed Programs						
7120-33 · Watershed Coord IV 2019-21						
General Jo...	05/31/2020			May Copies	1.47	1.47
Total 7120-33 · Watershed Coord IV 2019-21					1.47	1.47
Total 7120-00 · Integrated Watershed Programs					1.47	1.47
7126-00 · NDEP Drone Sub-Grant 2020						
Check	05/02/2020	9962	Bank of America	Drone & Mini Ipad	2,577.74	2,577.74
Total 7126-00 · NDEP Drone Sub-Grant 2020					2,577.74	2,577.74

7437-00 · FEMA MAS #9

7437-01 · South Dayton Valley ADMP(JEF)

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Page 3

1:39 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Transaction Detail by Account

Cash Basis

May 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	05/10/2020	9972	JE Fuller Hydrology & Geomorpholog...	South Dayton ADMP 4/1/20-4/30/20	33,897.70	33,897.70
Total 7437-01 · South Dayton Valley ADMP(JEF)					33,897.70	33,897.70
7437-02 · North CC ADMP (MB)						
Check	05/18/2020	9979	Michael Baker International, Inc.	NCC ADMP thru 5/3/2020	6,067.38	6,067.38
Total 7437-02 · North CC ADMP (MB)					6,067.38	6,067.38
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)						
Check	05/18/2020	9980	HDR Engineering, Inc.	Pinenut Creek 3/1/20 to 4/25/2020	1,375.83	1,375.83
Total 7437-03 · Pinenut Cr. Restudy-Remap.(HDR)					1,375.83	1,375.83
7437-04 · Flood Awareness 2019						
7437-41 · River Wranglers-FAW						
Check	05/09/2020	9964	River Wranglers	INV#4 FAW -1/1/20-3/31/20	831.49	831.49
Total 7437-41 · River Wranglers-FAW					831.49	831.49
Total 7437-04 · Flood Awareness 2019					831.49	831.49
7437-00 · FEMA MAS #9 - Other						
General Jo...	05/31/2020			May Copies	4.74	4.74
Total 7437-00 · FEMA MAS #9 - Other					4.74	4.74
Total 7437-00 · FEMA MAS #9					42,177.14	42,177.14
7438-00 · BOR WaterSMART Market Program						
7438-01 · Water Mktg Study-LUMOS 2019-21						
7438-02 · BOR WaterSmart-LUMOS MATCH						
Check	05/10/2020	9970	Lumos & Assoc., Inc.	Professional Services 3/21/20-4/17/20	4,465.00	4,465.00
Total 7438-02 · BOR WaterSmart-LUMOS MATCH					4,465.00	4,465.00
Total 7438-01 · Water Mktg Study-LUMOS 2019-21					4,465.00	4,465.00
Total 7438-00 · BOR WaterSMART Market Program					4,465.00	4,465.00
7439-00 · FEMA MAS #10						
7439-02 · West CC Study (Kimley-Horn)						
Check	05/16/2020	9978	Kimley-Horn & Associates, Inc.	FEMA 10-West CC ADP- Svcs thru Apr 30, 2020	26,222.00	26,222.00
Total 7439-02 · West CC Study (Kimley-Horn)					26,222.00	26,222.00
7439-03 · Ruhenstroth ADMP (Fuller)						
Check	05/10/2020	9972	JE Fuller Hydrology & Geomorpholog...	Ruhenstroth ADMP 4/1/20-4/30/20	1,476.90	1,476.90
Total 7439-03 · Ruhenstroth ADMP (Fuller)					1,476.90	1,476.90
7439-04 · Ch Cty Flood Maps (Precision)						
Check	05/10/2020	9973	Precision Water Resources Engineeri...	Ch Cty Flood Map Project (4/1/20-4/30/20)	10,096.25	10,096.25
Total 7439-04 · Ch Cty Flood Maps (Precision)					10,096.25	10,096.25
7439-00 · FEMA MAS #10 - Other						
General Jo...	05/31/2020			May Copies	4.95	4.95
Total 7439-00 · FEMA MAS #10 - Other					4.95	4.95
Total 7439-00 · FEMA MAS #10					37,800.10	37,800.10
7600-00 · Alpine County Projects						
7600-11 · AWG CR Upper WS Prog 2019-20						
Check	05/10/2020	9968	Alpine Watershed Group	AWG 2019-20 Grant final payment	12,500.00	12,500.00
Total 7600-11 · AWG CR Upper WS Prog 2019-20					12,500.00	12,500.00
Total 7600-00 · Alpine County Projects					12,500.00	12,500.00
7620-00 · Carson City Projects						
7620-16 · CC Reuse Master Plan 2019-20						
Check	05/31/2020	9989	Carson City Public Works	CC Reuse Master Plan	15,863.88	15,863.88
Total 7620-16 · CC Reuse Master Plan 2019-20					15,863.88	15,863.88
Total 7620-00 · Carson City Projects					15,863.88	15,863.88
7640-00 · Churchill County Projects						
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21						
Check	05/22/2020	9982	Churchill County	Jan--Mar 2020, Lahontan Vly. Wtr. Lvl. Meas.	3,820.00	3,820.00
Total 7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21					3,820.00	3,820.00

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Page 4

1:39 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/31/20

Transaction Detail by Account

Cash Basis

May 2020

Type	Date	Num	Name	Memo	Paid Amount	Balance
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22						
Check	05/22/2020	9982	Churchill County	Jan-Mar 2020, Dixie Vly Wtr. Lvl. Meas.	3,938.00	3,938.00
Total 7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22					3,938.00	3,938.00
Total 7640-00 · Churchill County Projects					7,758.00	7,758.00
TOTAL						

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #9 – For Possible Action: Approval of Non-Profit Agreement #2020-2 Sierra NV Journeys – Family Watershed Nights in amount not to exceed \$3,280

DISCUSSION: Attached is the agreement with Sierra NV Journeys. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

DRAFT

Addressing Funding from Carson Water Subconservancy to Sierra Nevada Journeys to Assist with Family Watershed Nights

This Agreement dated this 17th day of June 2020, is entered into by and between **Sierra Nevada Journeys**, a non-profit association (hereinafter "**SNJ**") and the **CARSON WATER SUBCONSERVANCY DISTRICT**, a political subdivision of the State of Nevada (hereinafter "**CWSD**").

WITNESSETH:

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

WHEREAS, SNJ has organized a program for Family Watershed Nights, 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 SNJ each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS, SNJ has requested funding to perform work during fiscal year 2020-21 on the Family Watershed Nights; and

WHEREAS, CWSD has agreed to set aside \$3,280 for the fiscal year beginning July 1, 2020, and to grant SNJ said amount to assist with the projects 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 SNJ \$3,280 to assist with Family Watershed Nights:

- a As identified and described in Exhibit "A"; and
- b SNJ 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 SNJ within four (4) weeks of said request.
- d SNJ 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 \$3,280.
- f This Contract shall terminate June 30, 2021, at which time SNJ 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 SNJ.
- 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 SNJ 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 within thirty (30) days by the indemnified party. 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, SNJ 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. SNJ 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, SNJ 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. SNJ 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. SNJ 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. SNJ 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 SNJ pursuant this Contract.

c. Workers Compensation Insurance

- iv. SNJ 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:

Sierra Nevada Journeys
Attn: Joan Grover
Associate Director of Grants
190 E. Liberty St.
Reno, NV 89501
(775) 355-1688

CWSD
Attn: Edwin James
General Manager
777 E. William St., Ste. 110A
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 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 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, 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 SNJ can submit expenses that have been incurred from July 1, 2020, 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: _____

SIERRA NEVADA JOURNEYS

Eaton Dunkelberger, CEO

ATTEST:

Gail Aldrich, Secretary

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Carl Erquiaga, Chairman

ATTEST:

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

Funding from CWSD will serve over 500 children and their parents in communities within the Carson River Watershed with four community-building and educational events called Family Watershed Nights (FWN). FWNs invite K-8 students, their parents, and siblings to attend a fun, family-friendly evening, which provides watershed education at the family level and reinforces STEM concepts in the classroom. Through hands-on activities, participants will gain a sense of ownership and stewardship for the health of their community watershed.



Exhibit B

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

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

Project Photos:

Before construction:



After construction:



Title: Example Photos (replace with specific project)

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #10 – For Possible Action: Approval of Non-Profit Agreement #2020-3 River Wranglers – Carson River Workdays in an amount not to exceed \$26,000

DISCUSSION: Attached is the agreement with River Wranglers. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

DRAFT

Addressing Funding from Carson Water Subconservancy to River Wranglers to Assist with Carson River Workdays

This Agreement dated this 17th day of June 2020, 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 Carson River Workdays, 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 2020-21 on the Carson River Workday Projects; and

WHEREAS, CWSD has agreed to set aside \$26,000.00 for the fiscal year beginning July 1, 2020, and to grant RW 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 RW \$26,000 to assist with Carson River Workdays Program:

- a As identified and described in Exhibit "A"; and
- 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 \$26,000.
- f This Contract shall terminate June 30, 2021, 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 within thirty (30) days by the indemnified party. 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**

- iv. 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
Attn: Darcy Phillips
Executive Director
P.O. Box 1612
Dayton, NV 89403
(775) 856-9268

CWSD
Attn: Edwin James
General Manager
777 E. William St., #110
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 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, 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, 2020, 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: _____

RIVER WRANGLERS

CARSON WATER
SUBCONSERVANCY DISTRICT

Eric Johnson, Chairperson

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

Linda Conlin, Secretary

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

River Wranglers (RW) continues the Conserve the Carson River Workdays (CCRWD) throughout the watershed. In the 2019 year, RW worked with 15 elementary schools (an increase of 3 schools) and 8 high schools in the watershed. RW worked with 6,655 people in the watershed, approximately 6,000 of which were students (as opposed to adults). Of these contacts, approximately 2,275 are unique individuals. Bringing these students to the river is an important part of our work - approximately 50% of the students we work with have never seen the river.

RW plans to continue the good work of prior years with tree wrapping, water quality testing, marking storm drains, cleaning up trash, and working on stream bank stabilization. RW is requests funding from each county for these projects. RW uses local conservation district employees to supervise and prep for these river projects. In addition, RW works with city, state, federal, and county partners. Funds also cover administration and travel costs related to the grant.



Exhibit B

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

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

Project Photos:

Before construction:After construction:

Title: Example Photos (replace with specific project)

AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #11 – For Possible Action: Approval of Non-Profit Agreement #2020-4 Alpine Watershed Group – Carson River Upper Watershed Programs in an amount not to exceed \$25,000

DISCUSSION: Attached is the agreement with Alpine Watershed Group. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

DRAFT

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

This Agreement dated this 17th day of June 2020, 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 2020-21 on the Carson River Upper Watershed Programs; and

WHEREAS, CWSD has agreed to set aside \$25,000 for the fiscal year beginning July 1, 2020, and to grant AWG said amount to assist with the projects 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 AWG \$25,000 to assist with Carson River Upper Watershed Programs:

- a As identified and described in Exhibit "A"; and
- 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 \$25,000.
- f This Contract shall terminate June 30, 2021, 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 within thirty (30) days by the indemnified party. 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 a 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. 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

- iv. 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

Attn.: Kimra McAfee
Executive Director
P.O. Box 296
Markleeville, CA 96120
(530) 694-2327

CWSD

Attn.: Edwin James
General Manager
777 E. William St., #110
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 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, 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, 2020, 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: _____

ALPINE WATERSHED GROUP

CARSON WATER
SUBCONSERVANCY DISTRICT

Kimra McAfee, Executive Director

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

Zach Wood, Secretary

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

AWG's mission is to preserve and enhance the natural system functions of Alpine County's watersheds for future generations. For nearly 20 years, AWG has organized volunteers and inspired community 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. Through this project, AWG staff will: 1) involve local citizens in watershed stewardship; 2) plan and implement watershed monitoring and restoration activities; 3) recruit diverse stakeholders and strengthen community partnerships; and 4) support local watershed education and community outreach.



Exhibit B

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

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

Project Photos:

Before construction:After construction:

Title: Example Photos (replace with specific project)

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #12 – For Possible Action: Approval of State Contract #2020-5 Carson Valley Conservation District – Carson River Bioengineering, Maintenance & Debris Removal Project in an amount not to exceed \$65,000

DISCUSSION: Attached is the agreement with Carson Valley Conservation District. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

DRAFT

Addressing Funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for Carson River Bioengineering, Maintenance & Debris Removal Project

THIS CONTRACT dated this 17th day of June, 2020, 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 Bioengineering, Maintenance & Debris Removal Project, and

WHEREAS, CWSD has agreed to set aside \$65,000 for the fiscal year beginning July 1, 2020, and to grant DISTRICT said amount to assist with the Carson River Bioengineering, Maintenance & Debris Removal 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 \$65,000 to assist with Carson River Bioengineering, Maintenance & Debris Removal Project which is further identified and described in Exhibit "A"; and
- 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 \$65,000.
- f. This Contract shall terminate June 30, 2021, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.



CWSD STATE CONTRACT #2020-5

- 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 rather 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 within thirty (30) days by the indemnified party. 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

Attn: Richard Wilkinson
Grant Manager
1702 County Rd., Ste. A
Minden, NV 89423
(775) 782-3661 x3830

CWSD

Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89706
(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 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, 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, 2020, 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



CWSD STATE CONTRACT #2020-5

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

James Settlemeyer, Chairman

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

J.B. Lekumberry, Secretary

Catrina Schambra, Secretary to the Board



EXHIBIT A

Project Description

Project to stabilize vertical cut banks as needed throughout the Carson Valley. These cut banks have migrated faster than usual because of the two flooding incidents that we experienced in 2017. The goal would be to use bio-engineering techniques to stabilize the soil, improve water quality and re-establish desirable vegetation. CVCD will continue its work on channel maintenance and woody debris removal throughout the Carson River. CVCD will partner with CWSD, CTWCD, NDWR and Douglas County to complete this river work by the summer of 2021.

The project will help minimize erosion, improve water quality, re-establish desirable vegetation and improve river function within the project reach. The project will help trap sediment and provide the natural recruitment of vegetation along the riverbank. The willow planting will help hold the soil and provide a head start on the re-establishment of vegetation of the riverbank. The removal of large woody debris will allow for improved conveyance of river flows and reduce the negative impacts to infrastructure downstream.



Exhibit B

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

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

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.



CWSD STATE CONTRACT #2020-5

- 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

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #13 – For Possible Action: Approval of State Contract #2020-6 Carson Valley Conservation District – Westwood Channel Clearing, Snagging. Maintenance & Bioengineering Project in an amount not to exceed \$100,000

DISCUSSION: Attached is the agreement with Carson Valley Conservation District. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

DRAFT

Addressing Funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for Westwood Channel Clearing, Snagging, Maintenance & Bioengineering Project

THIS CONTRACT dated this 17th day of June, 2020, 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 Westwood Channel Clearing, Snagging, Maintenance & Bioengineering, and

WHEREAS, CWSD has agreed to set aside \$100,000 for the fiscal year beginning July 1, 2020, and to grant DISTRICT said amount to assist with the Westwood Channel Clearing, Snagging, Maintenance & Bioengineering.

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 \$100,000 to assist with Westwood Channel Clearing, Snagging, Maintenance & Bioengineering which is further identified and described in Exhibit "A"; and
- 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 \$100,000.
- f. This Contract shall terminate June 30, 2022, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.



CWSD STATE CONTRACT #2020-6

- 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 rather 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 within thirty (30) days by the indemnified party. 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

Attn: Richard Wilkinson
Grant Manager
1702 County Rd., Ste. A
Minden, NV 89423
(775) 782-3661 x3830

CWSD

Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89706
(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.



CWSD STATE CONTRACT #2020-6

- 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, 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, 2020, 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



CWSD STATE CONTRACT #2020-6

- 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

James Settlemeyer, Chairman

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

J.B. Lekumberry, Secretary

Catrina Schambra, Secretary to the Board



EXHIBIT A

Project Description

CVCD will attempt to restore river function along a 1.25 miles section of the East Fork of the Carson River. The overall goal of this project would be to use bio-engineering techniques to stabilize the soil, improve water quality and re-establish desirable vegetation for wildlife. In addition to bioengineering, CVCD will perform channel clearing, snagging and maintenance work in this area which was impacted by recent flooding events. The district considers this project a high priority since this area was severely impacted in 2017 and is close to the Westwood subdivision. CVCD will partner with CWSD, CTWCD, NDOW, USFWS, Douglas County and NDEP to complete this river maintenance project by the winter of 2021.

- Generate right of entry for landowner access
- Complete formal use survey of site
- Develop engineered and stamped plan set
- Apply for permits
- Channel clearing, snagging and maintenance
- Place vertical willow bundles, willow mattress, COIR fabric and plants
- Reshape banks to a 3 to 1 slope as needed
- Re-seed disturbed areas

The project will help minimize erosion, improve water quality, re-establish desirable vegetation, improve river function within the project reach. The project will trap sediment and provide for natural recruitment of vegetation along the riverbank. The willow plantings will help hold the soil and provide a head start on the re-establishment of vegetation of the riverbank.



Exhibit B

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

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

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.



CWSD STATE CONTRACT #2020-6

- 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 #14

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #14 – For Possible Action: Approval of State Contract #2020-7 Lahontan Conservation District – Lower Carson River Clearing & Snagging Project in an amount not to exceed \$20,000

DISCUSSION: Attached is the agreement with Lahontan Conservation District. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

DRAFT

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

THIS CONTRACT dated this 17th day of June, 2020, 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 \$20,000 funding during fiscal year 2020-21 for the Lower Carson River Clearing & Snagging Project, and

WHEREAS, CWSD has agreed to set aside \$20,000 for the fiscal year beginning July 1, 2020, and to grant DISTRICT said amount to assist with the Lower Carson River Clearing & Snagging 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 \$20,000 to assist with Lower Carson River Clearing & Snagging Project which is further identified and described in Exhibit "A"; and
- 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 \$20,000.
- f. This Contract shall terminate June 20, 2021, at which time DISTRICT shall have one (1) month



CWSD STATE CONTRACT #2020-7

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 rather 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 within thirty (30) days by the indemnified party. 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:

LCD

Attn.: Christy Sullivan
Conservation Specialist
111 Sheckler Rd.
Fallon, NV 89406
(775) 423-5124

CWSD

Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89706
(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



CWSD STATE CONTRACT #2020-7

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 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, 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, 2020, forward.



CWSD STATE CONTRACT #2020-7

- 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: _____

LAHONTAN
CONSERVATION DISTRICT

CARSON WATER
SUBCONSERVANCY DISTRICT

Bill Washburn, Chairman

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

Morena Heser
Secretary/Treasurer

Catrina Schambra
Secretary to the Board



EXHIBIT A

Project Description

Project to prevent and minimize property loss and other damage during flood condition. Also, to maintain a clear channel to enable citizens to utilize the river for recreation and maintaining river flow velocity to prevent stagnant pools that pose health risks. Includes removal of dead vegetation and debris, beavers and beaver dams and clearing brush and sediment back to original riverbank starting at Diversion Dam and continuing downstream. Removing sediment build up above and below Sheckler Bridge, McLean Bridge, Highway 50 Bridge, Highway 95 Bridge, Bafford Bridge and repairing eroded embankments along the river.



Exhibit B

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

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

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.



CWSD STATE CONTRACT #2020-7

- 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 #15

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #15 – For Possible Action: Approval of State Contract #2020-8 Dayton Valley Conservation District - Fort Churchill Historic State Park Project in an amount not to exceed \$75,000

DISCUSSION: Attached is the agreement with Dayton Valley Conservation District. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

DRAFT

Addressing Funding from Carson Water Subconservancy District to the DAYTON VALLEY CONSERVATION DISTRICT for Fort Churchill Historic State Park Project

THIS CONTRACT dated this 17th day of June, 2020, 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 \$75,000 funding during fiscal year 2020-21 for the Fort Churchill Historic State Park Project, and

WHEREAS, CWSD has agreed to set aside \$75,000 for the fiscal year beginning July 1, 2020, and to grant DISTRICT said amount to assist with the Fort Churchill Historic State Park 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 \$75,000 to assist with Fort Churchill Historic State Park Project which is further identified and described in Exhibit "A"; and
- 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 \$75,000.
- f. This Contract shall terminate June 30, 2021, at which time DISTRICT shall have one (1) month



CWSD STATE CONTRACT #2020-8

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 rather 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 within thirty (30) days by the indemnified party. 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

Attn: Rob Holley
District Manager
P.O. Box 1807
Dayton, NV 89403
(775) 246-1999

CWSD

Attn: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89706
(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



CWSD STATE CONTRACT #2020-8

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 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, 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, 2020, forward.



CWSD STATE CONTRACT #2020-8

- 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**

Chuck Roberts, Chairman

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

Rob Holley, District Manager

Catrina Schambra, Secretary to the Board



EXHIBIT A

Project Description

MCR 049 is a streambank stabilization around Fort Churchill State Historic Park, and near the Buckland Ditch and Fort Churchill Road. The stabilization project is approximately 1,100 linear feet, to a height of 12', with two rock refusal trenches (at the up and downstream ends), nine stream barbs approx. 50' long by 8.5' tall, and erosion matting over 6,000 sq. ft. Additionally, 225 willow/cottonwood pole plantings will be utilized, along with reseeding of the bank and upland portions of the project. Immediately adjacent to the Buckland Ditch and Fort Churchill Roads, MCR 049 is vitally important in the protection of this critical pieces of infrastructure. In addition to infrastructure protection, MCR 049 will reduce and trap sediment, increase native vegetation, and promote improved water quality and wildlife habitat along this stretch of river.



Exhibit B

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

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

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.



CWSD STATE CONTRACT #2020-8

- 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 #16

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #16 – For Possible Action: Approval of Interlocal Contract #2020-9 Truckee-Carson Irrigation District – Carson River Diversion Dam Gates Project in an amount not to exceed \$50,000

DISCUSSION: Attached is the agreement with Truckee-Carson Irrigation District. Funding for this project was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.

**INTERLOCAL CONTRACT****DRAFT****Addressing Funding from Carson Water Subconservancy District to
TRUCKEE-CARSON IRRIGATION DISTRICT for
Carson River Diversion Dam Gates Project**

THIS CONTRACT dated this 17th day of June, 2020, is entered into by and between **TRUCKEE-CARSON IRRIGATION DISTRICT**, a political subdivision of the State of Nevada (hereinafter "**TCID**") and the **CARSON WATER SUBCONSERVANCY DISTRICT**, a political subdivision of the State of Nevada (hereinafter "**CWSD**").

WITNESSETH:

WHEREAS, TCID 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 TCID each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS, TCID has requested \$25,000.00 funding for fiscal year 2020-21 for the TCID Carson River Diversion Dam Gates Project and

WHEREAS, CWSD has agreed to set aside \$50,000 for the fiscal year beginning July 1, 2020, and to grant TCID said amount to assist with the TCID Carson River Diversion Dam Gates 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 TCID \$50,000 to assist with TCID Carson River Diversion Dam Gates Project; which is further identified and described in Exhibit "A"; and
- b. TCID 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 TCID within four (4) weeks of said request.
- d. TCID 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 \$50,000.
- f. This Contract shall terminate June 30, 2021 at which time TCID 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 TCID.
- 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 TCID 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 within thirty (30) days by the indemnified party. 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 TCID Carson River Diversion Dam Gates Project, TCID 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 TCID 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 \$25,000 appropriated by CWSD for purposes of this contract.

3. TCID shall provide CWSD insurance as follows:

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the TCID Carson River Diversion Dam Gates Project that is the subject of this Contract, TCID 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. TCID 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. TCID 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. TCID 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 TCID pursuant this Contract.

4. NOTICE:

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

TCID	CWSD
Attn: Rusty Jardine	Attn: Edwin James
General Manager	General Manager
P.O. Box 1356	777 E. William St., #110
Fallon, NV 89407-1356	Carson City, NV 89701
(775)423-2141	(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 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, 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, TCID can submit expenses that have been incurred from July 1, 2020, 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: _____

**TRUCKEE-CARSON
IRRIGATION DISTRICT**

DATED: _____

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Eric Olsen, President

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

Bob Oakden, Secretary

Catrina Schambra, Secretary to the Board



EXHIBIT A

Improvement/Repair to four (4) Carson River gates at Carson River Diversion Dam, consisting of refurbishing the slide gates to original dimensions, replacing deteriorated wooden gate seats, and cleaning/recoating slide gates. This would enhance the operational ability of designated river gates at the Carson River Diversion Dam to safely convey as much as 2,000 cfs of water during flood operations as declared for the Newlands Federal Reclamation Project by the United States Bureau of Reclamation.



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 #17

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #17 – For Possible Action: Approval of Interlocal Contract #2020-10 Lyon County – Hwy 50 Utility Right-of-Way Project in the amount not to exceed \$125,000

DISCUSSION: Attached is an Interlocal Contract #2020-10 with Lyon County for Highway 50 Utility Right-of-Way Project in the amount not to exceed \$125,000. This item was presented at the CWSD May Board Meeting. The Board approved this project. Funding for this project will come out of the Acquisition/Construction Fund.

STAFF RECOMMENDATION: Approve Interlocal Contract #2020-10 with Lyon County for Highway 50 Utility Right-of-Way Project in the amount not to exceed \$125,000.



INTERLOCAL CONTRACT

DRAFT

Addressing Funding from Carson Water Subconservancy District to Lyon County for Highway 50 Utility Right-of-Way Project

THIS CONTRACT dated this 17th day of **June** 2020, is entered into by and between **LYON COUNTY**, a political subdivision of the State of Nevada (hereinafter "**LYON COUNTY**") and the **CARSON WATER SUBCONSERVANCY DISTRICT**, a political subdivision of the State of Nevada (hereinafter "**CWSD**").

WITNESSETH:

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

WHEREAS, LYON COUNTY has requested \$125,000 in funding for LYON COUNTY Highway 50 Utility Right-of-Way Project and

WHEREAS, CWSD has agreed to set aside \$125,000.00 for the fiscal year beginning July 1, 2020, and to grant LYON COUNTY said amount to assist with the LYON COUNTY Highway 50 Utility Right-of-Way 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 LYON COUNTY \$125,000 to assist with LYON COUNTY Highway 50 Utility Right-of-Way Project which is further identified and described in Exhibit "A"; and
- b. LYON 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 LYON COUNTY within four (4) weeks of said request.
- d. CWSD shall have no responsibility for costs exceeding \$125,000.
- e. This Contract shall terminate June 30, 2022 at which time LYON COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- f. 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 LYON COUNTY.
- g. 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 LYON 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 within thirty (30) days by the indemnified party. 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 Lyon County Highway 50 Utility Right-of-Way Project, LYON 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 LYON 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 \$25,000 appropriated by CWSD for purposes of this contract.

3. LYON COUNTY shall provide CWSD insurance as follows:

- a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Lyon County Right-of-Way Project that is the subject of this Contract, LYON 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. LYON 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. LYON 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. LYON 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 LYON COUNTY pursuant this Contract.

4. NOTICE:

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

LYON COUNTY
David Bruketta
Utilities Director
PO Box 1699
Dayton, NV 89403
(775) 246-6220

CWSD
Edwin James
General Manager
777 E. William St., #110
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 LYON 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 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, 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 LYON 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, LYON COUNTY can submit expenses that have been incurred from July 1, 2020, 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: _____

LYON COUNTY

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Vida Keller, Chair - Board of Commissioners

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

Nikki Bryan, Clerk/Treasurer

Catrina Schambra, Secretary to the Board



EXHIBIT A

The proposed 2-3 Year project is to obtain the requisite right-of-way along the Highway 50 corridor for a future utility/water pipeline between Dayton and Silver Springs. The work would involve researching and identifying existing easements and utilities; determining the best route that benefits the most amount of people, the most cost effective and least disruptive; and obtaining approvals from the affected governmental entities such as the Bureau of Land Management and the Nevada Department of Transportation.

The right-a-way and future pipeline would further the connectivity between the two communities and allow for the modernization of water service. The right-a-way would be for multiple utilities such as water, sewer, and reclaimed water. Once completed, the pipeline could serve the daily needs of the communities as well as assist in times of water shortage and emergencies.



Exhibit B

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

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

Project Photos:

Before construction:

After construction:

Title: Example Photos (replace with specific project)



AGENDA ITEM #18

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #18 - For Discussion and Possible Action: Approval of Contractor Agreement #2020-11 NEON Agency – Watershed Moments Project in an amount not to exceed \$53,500

DISCUSSION AND JUSTIFICATION: In 2017, CWSD put out a request for proposals to hire a firm to develop and launch the Carson River Healthy Watershed Marketing/Outreach Campaign. CWSD selected NEON Agency to create “I am Carson River Watershed Campaign.” NEON has completed the original work. In 2019, CWSD received a grant from Nevada Department of Environmental Protection (NDEP) for continuing the Watershed Coordination efforts in the Carson River Watershed. Included in the grant was funding to continue the “I am Carson River Watershed” Marketing/Outreach Campaign. CWSD is proposing to hire NEON to continue this campaign effort. Hiring NEON will ensure the marketing and outreach assets and social media outreach is consistent and seamless.

NEON will work with our Carson River Coalition and Environmental Education partners to complete the tasks as outlined in the attached agreement. Tasks include the completion of the Community Drinking Water video already underway; creation of 15 professional short videos or “Watershed Moments” portraying real people taking real actions to protect water quality and the health of the watershed. These videos will be used to call on the community to submit their own “Watershed Moments.” These next steps include a targeted social media strategy and outreach campaign using low to no cost methods of distribution. This project is the culmination of a multi-year Watershed-Literacy planning and outreach effort designed to connect residents to the Carson River Watershed and engage them to act to improve the health of the watershed.

The project is funded through the Nevada Department of Environmental Protection CRC Watershed Coordination Program Grant 2020-2021. The contract is not to exceed \$53,500 with \$45,000 reimbursable through NDEP and \$8,500 CWSD match. The contract is set to expire in Sept. 2021.

STAFF RECOMMENDATION: Authorize the General Manager to sign the Agreement with the NEON Agency to continue to develop assets for the “I am Carson River Watershed” Marketing and Outreach Campaign.



Agreement

DRAFT

Carson Water Subconservancy District (hereinafter "**CWSD**") and NEON Agency (hereinafter "**NEON**") hereby enter into an agreement whereby NEON will continue to develop assets for the "I am Carson River Watershed" Marketing and Outreach Campaign to promote Watershed-Literacy for CWSD in accordance with and subject to the following terms and conditions:

ASSIGNMENT

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

Professionally produce a Community Drinking Water Video and up to 15 engaging vignettes or "Watershed Moments," which is further identified and described in Exhibit "A." The compensation paid to NEON for the Drinking Water Community Video and Watershed Moments task shall not exceed **\$53,500**.

See **Exhibit A**: Scope of Work

1) **INDEMNITIES**

- (a) To the fullest extent permitted by law NEON shall indemnify, hold harmless and defend, not excluding the CWSD's right to participate, the CWSD from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of NEON, its officers, employees and agents.
- (b) CWSD will indemnify and hold NEON harmless with respect to any claims or actions instituted by third parties which result from the use by NEON of material furnished by CWSD or where material created by NEON is substantially changed by CWSD. Information or data obtained by NEON from CWSD to substantiate claims made in advertising shall be deemed to be "materials furnished by CWSD."
- (c) In the event of any proceeding against CWSD by any regulatory agency or in the event of any court action or self-regulatory action challenging any advertising prepared by NEON, NEON shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse NEON any out-of-pocket costs NEON may incur in connection with any such action or proceeding.
- (d) Neither party waives any right or defense to indemnification that may exist in law or equity.

2) **INSURANCE**

Unless otherwise required in this Agreement, the CWSD and NEON shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

- a) Comprehensive General Liability including \$1,000,000 per occurrence for bodily injury and property damage; \$1,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate over all interests.
- b) Comprehensive Automobile Liability including coverage for owned, non-owned, and hired vehicles: \$1,000,000 Bodily Injury, \$1,000,000 Property Damage.
- c) NEON shall name CWSD as an additional insured and deliver a certificate to CWSD.
- d) If NEON 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 items a-c above.

3) **TERM OF AGREEMENT**

- a) The term of this Agreement will commence on the date of the last signature executed hereon and will continue in full force and effect until 09/30/21, unless extended by written agreement of the parties.



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

4) **PERFORMANCE**

Should NEON fail to perform any of the services provided for in Exhibit "A", CWSD shall notify NEON of such non-performance and allow thirty (30) days for NEON to remedy the performance. If the performance has not been satisfied within thirty days, CWSD may withhold payment only for the services not performed in accordance with this Agreement.

5) **SUPPLEMENTS TO AGREEMENT**

The following Exhibits are an integral part of this Agreement:

- (a) Exhibit A: NEON Scope of Work
- (b) Exhibit B: Compensation and Payment
- (c) Exhibit C: Hourly and Overhead Rate Structure

6) **INDEPENDENT CONTRACTOR**

NEON acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee, or agent of CWSD or any of its affiliates.

7) **OWNERSHIP**

Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which are intended to be considered under this Agreement), or any other documents or drawings, prepared, or in the course of preparation, by NEON (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of CWSD and all such materials shall be delivered into CWSD's possession by NEON upon completion, termination, or cancellation of this Agreement. NEON shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of NEON's obligations under this Agreement without the prior written consent of CWSD.

8) **AGREEMENT TERMINATION**

- (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties and unilaterally by either party without cause.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
 - (1) If NEON fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by NEON to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If NEON becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or



- (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs NEON's ability to perform.
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:
 - (1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - (2) NEON shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
 - (3) NEON shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
 - (4) NEON shall preserve, protect, and promptly deliver into CWSD possession all information in accordance with Section 8, Ownership.

9) **RIGHTS UPON TERMINATION**

- (a) Upon termination of this Agreement, NEON shall transfer, assign and make available to CWSD or CWSD's representative, all property and materials in their possession or control belonging to and paid for by CWSD, subject, however, to any rights of third parties of which NEON has informed CWSD
- (b) Upon termination, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future advertising, except that any non-cancelable contracts made on CWSD authorization and still existing at termination hereof, which contracts were not or could not be assigned by NEON to CWSD or someone designated by CWSD, shall be carried to completion by NEON and paid for by CWSD in the manner described in Exhibit B.

10) **BREACH REMEDIES.**

Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. The Parties 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 Parties further agree that the liability of CWSD shall be limited to the \$53,500 appropriated by CWSD for purposes of this contract.

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

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

11) **NOTICES**

Any notice pursuant to this Agreement will be addressed to the following parties:

Attn.: Edwin James
Carson Watershed Subconservancy District
777 E William Street, Suite 110 A
Carson City, NV 89701

Attn.: Randy Pease
NEON Agency
1065 Sharon Way
Reno, NV 89509

12) **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 received from NEON may be open to public inspection and copying. CWSD has a legal obligation to disclose such information unless a record is made confidential by law. NEON may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that NEON thereby agrees to indemnify and defend CWSD for honoring such a designation. The failure to so label any document that is released by CWSD shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- (h) 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.
- (i) 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.
- (j) 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. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.
- (k) 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.
- (l) Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

14) PROPER AUTHORITY

- (a) 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.
- (b) 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.

Accepted and Agreed on behalf of:
Carson Water Subconservancy District

Accepted and Agreed on behalf of:
NEON Agency

<i>Signature</i>	<i>Date</i>
Edwin D. James	
General Manager	

<i>Signature</i>	<i>Date</i>
Randy Pease	
President, Managing Director	



Exhibit A

NEON Scope of Work

The “I Am Carson River Watershed” Education/Outreach Campaign is the pillar of CWSD’s Watershed-Literacy Program (WLP). The WLP aims to increase community knowledge of watershed issues, encourage and track actions that reduce nonpoint source pollution (polluted run-off); ultimately leading to water quality improvements.

Context and Background:

1. Carson River Watershed Coordination/Watershed-Literacy Project Objectives and Goals

The Watershed-Literacy survey (2015) provided baseline information about watershed resident's knowledge allowing CWSD to target Environmental Education (EE) efforts. The Carson River Coalition’s (CRC) vision is: “A Carson River watershed community that believes their behavior impacts watershed wellness and applies their knowledge to act in ways that benefit the watershed as a whole.” Thus, improving water quality and reducing Nonpoint Source (NPS) pollution in the Watershed.

2. Watershed-Literacy Implementation Goals

- a) The Watershed-Literacy Program and the “I Am Carson River Watershed” Campaign is consistent with the concept and objectives 1, 4-6 in the 2015 Watershed-Literacy Action Plan (WLAP), Watershed-Literacy survey results, and recommendations from the Marketing and Communications Plan, the 2016 EE Roundtable, and other relevant research.

Objective 1. Determine how existing programs address main messages and reach target audiences.

Objective 4. Create new and/or modify existing messages and programs. Develop new partnerships that will enhance existing programs and fill identified gaps (in survey analysis).

Objective 5. Conduct a watershed-wide media campaign to increase basic understanding of watershed concept main themes based on gap analysis. Focus on particular audience groups (adult public, youth, and policy/decision makers) using specific messages for particular topics. Messages should be developed using the seven main driving forces.

Objective 6. Implement an on-line interactive Stewardship Pledge that tracks commitments to activities that indicate behavior change.

- b) Implementation of relevant portions of [Carson River Marketing and Communication Strategy 2016](#) to be achieved through this project. See Recommendations on Page 87.
- c) With the targeted audience recommendations, continue creation of “I Am Carson River Watershed” assets supported by targeted, action-oriented, message delivery methods. The campaign will build on the existing campaign and specify actions that residents can take to improve water quality and the health of the Carson River Watershed. Obtaining community created content “Watershed Moments” to show actual actions being taken by residents in the watershed will be the updated form of our Stewardship Pledge outlined in Objective 6 above.



- d) The ultimate goal is for CR Watershed folks to remember the campaign and act on what they learned or saw others doing and for that to be evident in our next Watershed-wide survey proposed for 2022/2023.

3. **Build on existing "I Am Carson River Watershed" Campaign with new "Watershed Moments" Campaign**

Overall NEON is responsible for creating and communicating informative, engaging, and compelling print, social media/online advertisements, educational materials, videos/public service announcements, and other campaign materials. Neon will use their independent expert knowledge and ideas to spread education and outreach messages through low or no-cost channels to as many Carson River Watershed residents, business owners and property owners as possible. CWSD will be the lead contact agency, and will coordinate involvement with our broader CRC-EE partners. Neon will deliver portfolio of creative assets in a useable digital form to CWSD.

Neon will do the following tasks and provide the following deliverables:

- (a) Analyze "I AM CARSON RIVER WATERSHED" campaign 2019/2020 Social Media push to determine what worked well and what was not as valuable.
Deliverables:
 - (i) Provide a written strategic feedback summary to CWSD to assist with work on follow up campaigns. See Section 3.
- (b) Complete the Community Drinking Water focused film using the NDEP/CWSD approved script, film additional talent, edit, and conduct a social media push to get the films out to our watershed public building on what was done with the original "I am Carson River Watershed" video.
Deliverables:
 - (i) Creative assets (video, sound etc.) associated with the Community drinking water videos
 - (ii) Social media analytics and analysis.
- (c) Professionally produce up to 15 engaging vignettes or "Watershed Moments" (videos) of local people making personal changes/acting to protect the watershed and limit the effects of non-point source pollution. Explore whether these can be done in English and in Spanish. Topics will include those NPS actions outlined in the I AM CARSON RIVER WATERSHED video, the action icons on the Campaign Splash Page, and those found in the recommendations of the Carson River Watershed Marketing and Communication Plan (See 2b). These "Watershed Moments" will document real people, taking real actions.
Deliverables:
 - (i) Creative assets (videos, sound, scripts, etc.) associated with the "Watershed Moments" created by NEON. English and potentially Spanish.
 - (ii) Updated Campaign Splash Page providing access to all the "Watershed Moments."
- (d) Create a targeted social media campaign designed to obtain additional community created "Watershed Moments" with the goal of reaching 15 community created vignettes/videos. Obtaining these community created vignettes will document actual actions being taken by residents in the watershed and is our updated form of our Stewardship Pledge outlined in Objective 6 above. Neon will provide their professional expertise in designing easy to follow steps



for the public to create their own “Watershed Moments” and will work with CWSD and the CRC to determine the parameters.

Deliverables:

- (i) Campaign documentation,
 - (ii) Placement of community created “Watershed Moments” on Campaign splash page,
 - (iii) Summary of tracking analytics and analysis.
- (e) Develop a targeted overarching media campaign/strategy to engage residents to improve water quality and the health of the watershed. Create media message content, graphical elements, Public Service Announcements (PSA video) and incorporate new campaign assets (Community Drinking Water video, Watershed Moments, etc. into various social media platforms, standard media (e.g. newspapers, online news outlets) and into the web interface/splash page for the “I Am Carson River Watershed” Campaign. This campaign will also include two stakeholder and community outreach events in 2020/2021. Given COVID-19, these events may be virtual in nature. NEON will coordinate the initial media buy.

Deliverables:

- (i) Media design and content for existing sites (Facebook, Instagram and CWSD’s website), and the “I Am Carson River Watershed” Splash Page updates.
 - (ii) Any new media created such as press releases, point of sale advertising, or newspaper ads,
 - (iii) Media activities tracked using hashtags and provide tracking analysis using means provided by each platform and/or agreed upon tracking/analytics with CWSD.
 - (iv) Quarterly analytics to inform CWSD’s Quarterly report to NDEP.
 - (v) Meeting documentation and notes from stakeholder outreach events.
 - (vi) Media buy documentation
- (f) Adaption of Floodplains as Community Assets PSAs with into I AM CARSON RIVER WATERSHED campaign. Update with new logos.

Deliverables:

- (i) Adapted Floodplains as Community Assets videos with new logos.
- (g) CWSD may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work’s scope, time period, or schedule of performance. NEON shall perform such changes to the Work as directed by CWSD in writing and shall be paid for such Work at rates established by the Agreement.

Project Timeline:

Send contract to CWSD Board Packet – June 5th

Contract approval – June Board Meeting

Decide who to film and rework script if need be – End of June

Begin ‘Community’ Campaign Outreach planning – Mid July

- (i) Includes review of strategic feedback summary of ‘I Am Carson River Watershed’ Outreach Campaign to inform follow up campaigns



Re-film 11 'Community' 'Heroes' – Mid August (COVID DEPENDING)

Re-edit 'Community' film to final deliver – End of August

Adapted Floodplains as Community Asset videos with new logos – End of August

Update splash page to host 'Community' film – Beginning of September

'Community' Campaign Launch & Push – Mid September to Mid Dec, 2020

- (i) Social media outreach (Facebook, Instagram, other platforms like TikTok TBD) with goal of 30 community created vignettes
 - a. NEON will provide guidance and expertise for public to create their own
- (ii) Partner outreach (define as part of strategy)
- (iii) 'Community' Campaign outreach (the people in film + other community leaders)
- (iv) Press release and campaign (list local press and social media engagement etc.)

'Campaign' review – Mid Dec 2020

- (v) Quarterly summary of tracking analytics and analysis

Begin planning 'Watershed Moments' – September 2020

'Watershed Moments' stories / scripts + talent approved –October 2020 to April 2021

Create 15 'Watershed Moments' films – October 2020 to April 2021

Begin 'Watershed Moments' campaign outreach planning – Beginning April 2021

Edit and deliver 15 'Watershed Moments' films – By end of May 2021

Update splash page to host 'Watershed Moments' films – by mid-June 2021

'Watershed Moments' Campaign launch – June 17, 2021

'Watershed Moments' Campaign Push – Mid June - end of Sept 2021

- (i) Social media outreach (Facebook, Instagram, other platforms like TikTok TBD)
- (ii) Partner outreach (define as part of strategy)
- (iii) Community outreach (the people in film + other community leaders)
- (iv) Press release and campaign (list local press and social media engagement etc.)

Community created 'Watershed Moments' reviewed and uploaded to Splash Page June – Sept 2021

'Watershed Moments' Campaign wrap and review – Mid Sept 2021



EXHIBIT B

CONSIDERATION

1. NEON shall bill CWSD at rates set forth in Exhibit C: Hourly/Overhead Rate Structure for meetings, design, public relations, production and creative work. Media Buys and Production Studio Time shall be billed at cost.
2. NEON will be allowed to collect a 15% discount from Media outlets and production studios. In the event a Media Outlet or Production Studio does not offer a discount, 15% will be billed to CWSD for those services. Billing shall occur monthly, and payment is due NET 30 days. Commission from the media to NEON is not to exceed 15% of gross media placement cost. Should a media vendor offer NEON a commission percentage greater than 15% of gross cost, the difference between the higher commission percentage and the 15% commission will be returned to the CWSD.
3. The total budget for this Agreement is not to exceed \$53,500, unless CWSD approves additional funding in writing. Budget includes staffing for creative including messages, scripts, website, social media posts; subcontracted filming; editing and production; advertising; media buys; printing costs; and asset promotion.



EXHIBIT C

HOURLY AND OVERHEAD RATE STRUCTURE

1. NEONs hourly billing rate shall be \$100 per person-hour for all work performed, minus media buying (as outlined in Section 2 of Exhibit B).
2. Billing rate includes \$75 per person-hour for labor, plus \$25 per person-hour for overhead (taxes, insurance and benefits).

AGENDA ITEM #19

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #19 – For Possible Action: Addendum to Agreement #2019-04
CVCD - Genoa Bank Stabilization (time extension only)

DISCUSSION: Attached is a request from CVCD for a time extension for Agreement #2019-04. Carrying over the funds was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the time extension to Agreement #2019-04.



**Carson Valley Conservation District
USDA Service Center
1702 County Rd., Suite A
Minden, NV 89423
775-782-3661**

April 28, 2020

Carson Water Subconservancy District
777 E. William Street, Suite 110 A
Carson City, NV 89701

RE: Grant Extension Letter

Dear CWSD Board,

I am writing to request an extension of grant #19-4 (Genoa North project), to June 30, 2021. The current end date of the grant is June 30, 2020.

The primary reason for the extension concerns the need to hire a fluvial geomorphologist, as well as, an archaeologist for our upcoming Genoa North project. As you know, this will allow us to better understand the functionality of river in its current state and examine the potential designs for the project. The archaeologist will help us complete our required section 106 permit for cultural and historical resources within the project reach.

Additionally, this extension will allow us to keep our bioengineering crew employed for longer so that we are able to complete many more small-scale bioengineering projects along the Carson River.

The grant has been enormously successful, and the investment you have made thus far has had a demonstrable impact on bettering the Carson River as a whole. Our challenge now is to move onto the next stage, seeking to build our arsenal of project implementors and strengthen relationships with local landowners throughout our jurisdiction.

I look forward to hearing from you soon.

Kindest regards,

Richard Wilkinson
Grant Manager/River Coordinator



**ADDENDUM TO INTERLOCAL CONTRACT #2019-04
Addressing Funding From
Carson Water Subconservancy District
to Carson Valley Conservation District
for Genoa Bank Stabilization Project**

DRAFT

WHEREAS, on July 1, 2019, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and CARSON VALLEY CONSERVATION DISTRICT (hereinafter referred to as "DISTRICT") entered into an Interlocal Contract (hereinafter "Interlocal Contract #2019-04") addressing funding from CWSD to DISTRICT ("the Project"); and

WHEREAS, it has been determined that Interlocal Contract #2019-04 needs to be extended for an additional year, through fiscal year 2020-21, with a carryover of unused funds from fiscal year 2019-20;

NOW, THEREFORE IT IS AGREED:

1. Interlocal Contract #2019-04 shall be extended one more year and shall terminate June 30, 2021, with a carryover of unused funds from fiscal year 2019-20.
2. All other terms of Interlocal Contract #2019-04 shall remain in full force and effect.

/././././././././././.

/././././././././././.



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

DATE_____

DATE_____

CARSON VALLEY
CONSERVATION DISTRICT

CARSON WATER
SUBCONSERVANCY DISTRICT

James Settelmeyer, Chairman

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

J.B. Lekumberry, Secretary/Treasurer

Catrina Schambra, Secretary to the Board

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #20 – For Possible Action: Addendum to Agreement #2019-12
DVCD - Dayton Bridge Bank Stabilization (time extension only)

DISCUSSION: Attached is a request from DVCD for a time extension for Agreement #2019-12. Carrying over the funds was approved in the 2020-21 budget.

STAFF RECOMMENDATION: Approve the time extension to Agreement #2019-12.



Dayton Valley Conservation District
P.O. Box 1807
Dayton, Nevada 89403

February 18, 2020

Mr. Ed James, General Manager
Carson Water Subconservancy District
777 East Williams Street #110a
Carson City, Nevada 89701

Re: Formal request to extend Contract #2019-12 FY 2019/20 into 2020/21

Dear Mr. James

I would like to formally request the extension of fiscal year Contract #2019-12 2020 funds into 2021. Specifically, the amount of \$90,000.00 pertaining to the Dayton Bridge snag removal, channel clearing, and survey/engineering work. Removal of trees from the flood plain will be conducted this spring; however, there are several concerns with doing some of the channel work during the current term of the contract. The most accurate survey work needs to be done with the river at the low point (August and September). This is necessary for good engineering work to follow. Also, on a human note, the mastication of willows, removal of cottonwood trees and site work at the bridge, if done in the summer of 2020, will have a far lesser effect on the small homeless population that lives underneath the bridge. Our work will remove the vegetation that provides them shelter, and their decision whether or not relocate will not be directly driven by our work if we do the project when the river is at its lowest and during the warmest months.

Dayton Valley Conservation District, the Nevada Division of Water Resources/State Engineer's Office, Lyon County, and NDOT have been working together for several years on this project. The requested extension will enable the full completion of the site work at low water, and the completion of channel survey work and engineering.

Thank you for your consideration of this matter and please contact me if you need additional information regarding this issue.

Respectfully,

Rob Holley
District Manager
Dayton Valley Conservation District



**ADDENDUM TO INTERLOCAL CONTRACT #2019-12
Addressing Funding From
Carson Water Subconservancy District
to Dayton Valley Conservation District
for Bank Stabilization/Channel Restoration Upstream from Dayton Bridge**

DRAFT

WHEREAS, on July 1, 2019, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and DAYTON VALLEY CONSERVATION DISTRICT (hereinafter referred to as "DISTRICT") entered into an Interlocal Contract (hereinafter "Interlocal Contract #2019-12") addressing funding from CWSD to DISTRICT ("the Project"); and

WHEREAS, it has been determined that Interlocal Contract #2019-12 needs to be extended for an additional year, through fiscal year 2020-21, with a carryover of unused funds from fiscal year 2019-20;

NOW, THEREFORE IT IS AGREED:

1. Interlocal Contract #2019-12 shall be extended one more year and shall terminate June 30, 2021, with a carryover of unused funds from fiscal year 2019-20.
2. All other terms of Interlocal Contract #2019-12 shall remain in full force and effect.

/././././././././././.

/././././././././././.



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

DATE_____

DATE_____

DAYTON VALLEY
CONSERVATION DISTRICT

CARSON WATER
SUBCONSERVANCY DISTRICT

Chuck Roberts, Chairman

Carl Erquiaga, Chairman

ATTEST:

ATTEST:

Rob Holley, District Manager

Catrina Schambra, Secretary to the Board

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #21 – For Possible Action: Ratify approval for the Watershed Specialist II to attend the Association of State Floodplain Managers Virtual Conference, June 9 -11, 2020

DISCUSSION: Attached is a request by Watershed Specialist II (Debbie Neddenriep) to attend the ASFPM Annual Conference. This conference will be a virtual conference. It will be interesting to see how well this works. There is funding in FEMA MAS 10 grant for CWSD staff to attend this annual conference. The cost is \$300 and CWSD will be reimbursed for the cost of the conference. Ms. Neddenriep's time will also be reimbursed.

STAFF RECOMMENDATION: Ratify the Chairman's authorization for the Watershed Specialist II to attend the Association of State Floodplain Managers Virtual Conference, June 9 -11, 2020.

CONFERENCE REQUEST

NAME: Debbie Neddenriep

DATE REQUESTED: June 1, 2020

MODE OF TRAVEL: N/A

DESTINATION: Virtual Conference

PURPOSE: Association of State Floodplain Manager (ASFPM) Conference

**MEETING
DATES:** June 9 -11

**ESTIMATED
COSTS:** \$ 300.00

APPROVED BY:

Chairman

Date

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #22 – For Discussion Only: Presentation regarding Alluvial Fan Mapping Project in Carson City and Douglas County

DISCUSSION: Elise Jarrett with the US Army Corps of Engineers (USACE) led Nevada Silver Jackets Alluvial Fan mapping project in the Carson River Watershed. Phase 1 of the Alluvial Fan mapping project identified Alluvial Fans throughout the Carson River Watershed. Phase 2 selected several alluvial fans in Carson City and Douglas County to do a more in-depth evaluation and create a planning level mapping product for these fans. Ms. Jarrett will present the results of this mapping effort.

STAFF RECOMMENDATION: Receive and file.

CARSON WATER SUBCONSERVANCY DISTRICT ALLUVIAL FAN MAPPING STUDY

Elise Jarrett
Water Resources Planner
U.S. Army Corps of Engineers

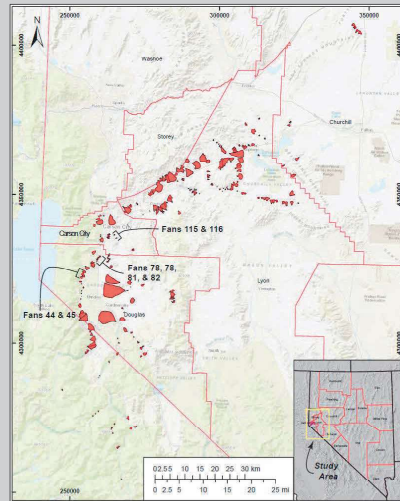


OVERVIEW

- Study History (Phase 1 & Phase 2)
- Geologic Assessment
- Hydraulic Assessment
- What's Next?

STUDY HISTORY

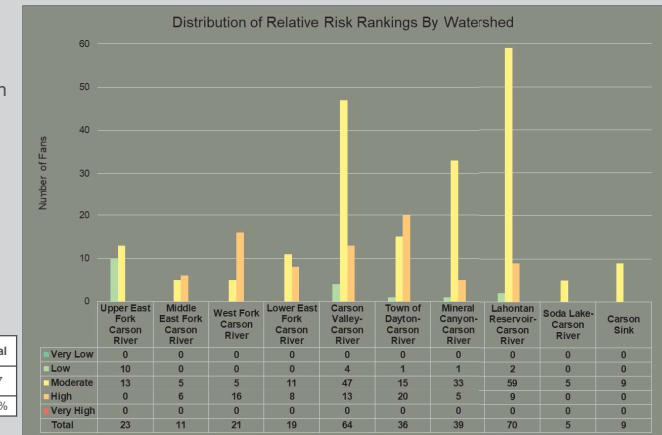
- Phase One completed in 2017
 - Mapped and classified 297 alluvial fans based on apparent risk within the Carson River Watershed
- Phase Two identified specific alluvial fans for further geologic and hydraulic analyses



PHASE 1 RESULTS: DISTRIBUTION OF RISK RANKING

- A majority of the fans were classified as moderate risk
- No fans were classified as very high risk or as very low risk
- The Town of Dayton-Carson River watershed had the most high risk fans at 20
- West Fork Carson River watershed had the highest proportion of high risk fans at 76%

	Very Low	Low	Moderate	High	Very High	Total
Number of Fans	0	18	202	77	0	297
Percent	0%	6%	68%	26%	0%	100%





GOALS FOR PHASE 2

• GOALS

1. Develop additional in-depth datasets for planners and city/county managers to increase knowledge of alluvial fan risk.
2. Increase the certainty of alluvial fan delineations on selected fans.
3. Conduct hydraulic analysis on selected fans.

• SIGNIFICANCE

- To better understand and prioritize watershed risk, which would prevent further development in high hazard areas and develop strategies to mitigate in areas where development already occurs.



GEOLOGIC ASSESSMENT

• Goal

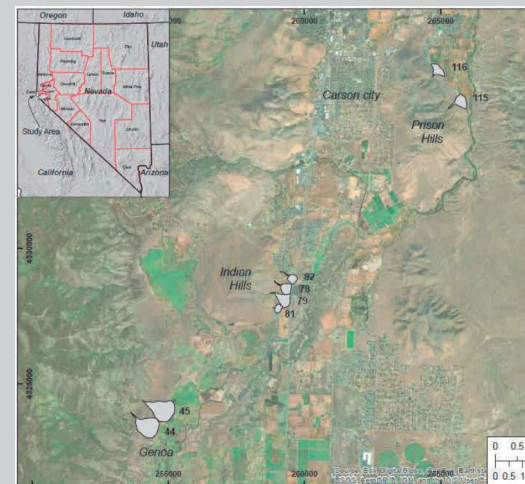
- Evaluate geohazards (areas susceptible to floods/debris flows)

• Methodology

- 8 fans selected by County
 - Douglas County: (6 fans) 44, 45, 78, 79, 81 & 82
 - Carson City County: (2 fans) 115 & 116

• Fans had to have LiDAR data available

- LiDAR data downloaded from USGS
- 3DEP Elevation Data (<https://viewer.nationalmap.gov/basic/>)



GEOLOGIC ASSESSMENT

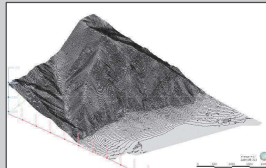
• LiDAR Assessment:

- Only use bare earth data from LiDAR collection
- Digital elevation models
- Generated contours (1m, 2m, & 5m)
- Slope maps
 - Surface morphology
 - Calculate gradients
 - Define outer toe (distal edge) : 1° - 2°

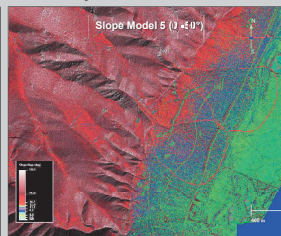
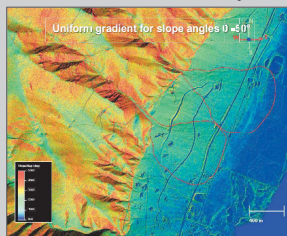
Digital elevation model



LiDAR Derived Contours (5 m)



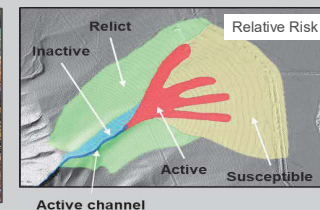
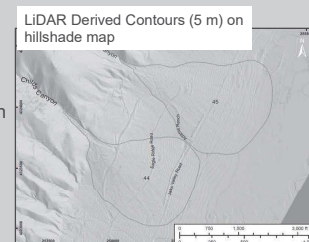
Slope Model Examples



GEOLOGIC ASSESSMENT

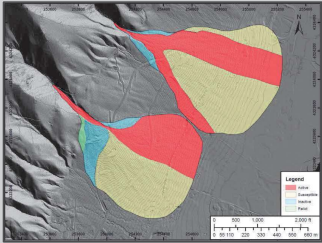
• LiDAR Assessment (cont.):

- Fan boundaries
 - Contours superimposed on LiDAR hillshade
 - Slope maps
 - Aerial photography
- Site visits
- Evaluate Geohazards





GEOLOGIC ASSESSMENT



Fan	Surface		Process		Avulsion Potential	Development	Geohazard
	Texture	Slope	Alluvial	Debris Flow			
44	Rough	>10*	Mod - Hi	Mod - Hi	Hi	Mod***	Hi
45	Rough	>10	Mod - Hi	Mod - Hi	Hi	Low***	Hi
78	Smooth-moderate	6 - 8**	Mod - Hi	Low	Low	Mod	Low
79	Smooth	6 - 8	Mod	Low	Low	Mod	Low
81	Smooth-moderate	4 - 9	Mod	Low	Mod - Hi	Low - Mod	Low
82	Moderate	4 - 6	Low - Mod	Low	Low	Mod	Low
115	Smooth	4 - 9	Mod	Low	Low - Mod	Low	Low
116	Smooth-moderate	6 - 9	Mod - Hi	Low - Mod	Low	Mod	Mod

* Consistent slope
** Near topographic apex
*** Undergoing development

(Do not cite/reproduce)



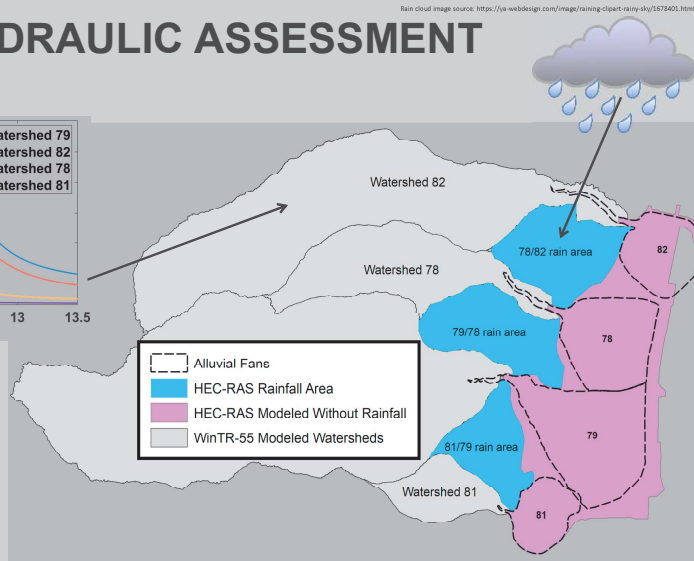
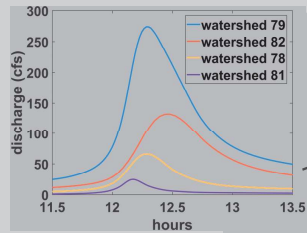
GEOLOGIC ASSESSMENT

Summary:

- All fans are active (varying degrees)
 - #79 & 82 pretty benign
 - #44 & 45 very active (steepest of fans)
- Alluvial transport & deposition occurring
 - Channel & sheet flow deposits common (active indicator)
 - Fresh deposits along road during site visit
- Debris flow possible
 - #44 & 45 most susceptible
 - Steep sections near fan apex (#81 & 116; maybe #78)

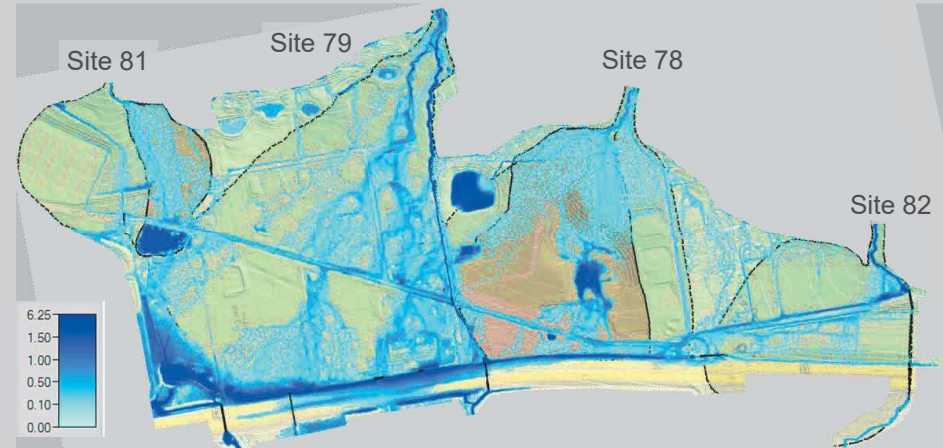


HYDRAULIC ASSESSMENT



HYDRAULIC ASSESSMENT

Inundation Maps

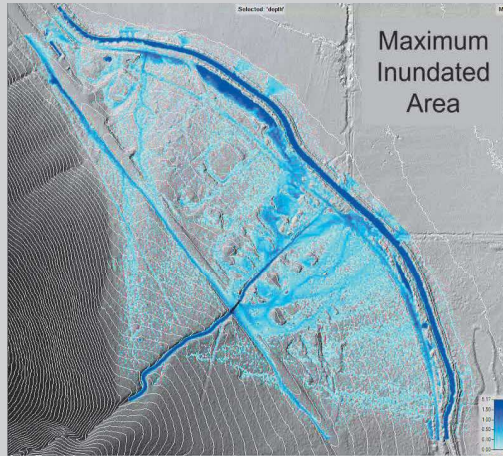




HYDRAULIC ASSESSMENT

HEC-RAS 2D Hydraulic Model

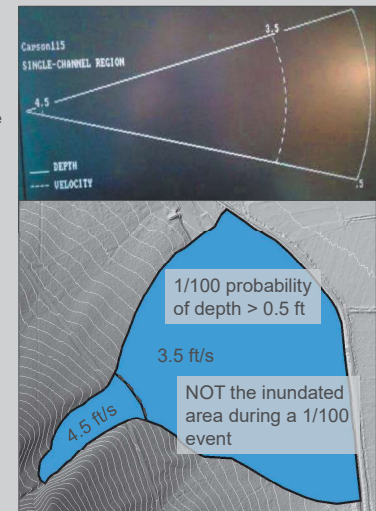
- Maximum inundation depth at every location
- Inundation depths assuming no channel movement for a 100-year event



HYDRAULIC ASSESSMENT

FEMA FAN Program

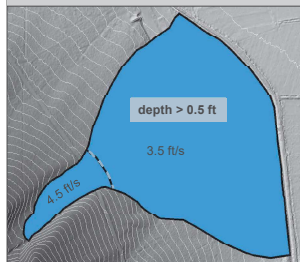
- Only performed on highly active fans
- Looking to see what would happen if the channel moves – areas that could be flooded
- Program uses peak flows and probabilities, rather than a 100-yr hydrograph.
- Program is mapping the area that has a 1% chance of being inundated, while the HEC-RAS model is mapping the inundated depth during a 1% probability event
- **Assumptions**
 - Highly active alluvial fans
 - Flow paths are allowed to move randomly
 - Simple relationship between depth and flow
 - Not valid for debris flow



HYDRAULIC ASSESSMENT

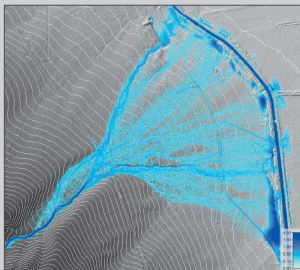
Geologic Assessment

FEMA FAN

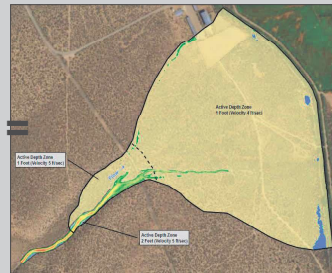


+

2D HEC-RAS



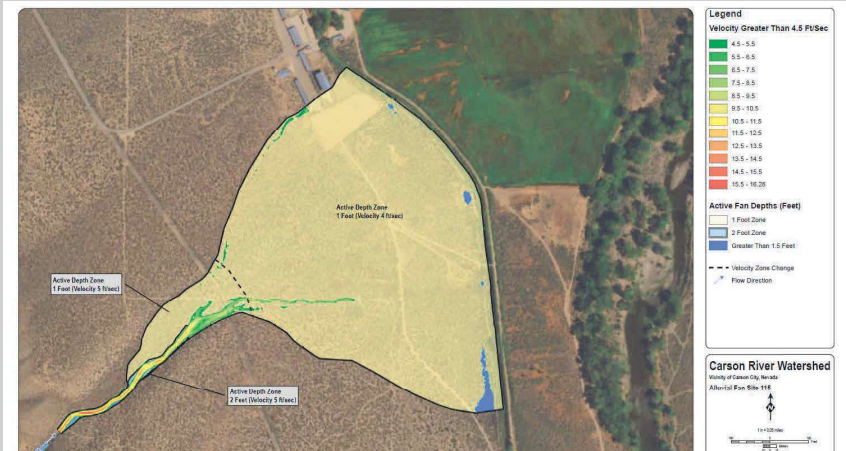
Inundation Map



HYDRAULIC ASSESSMENT

Site 115

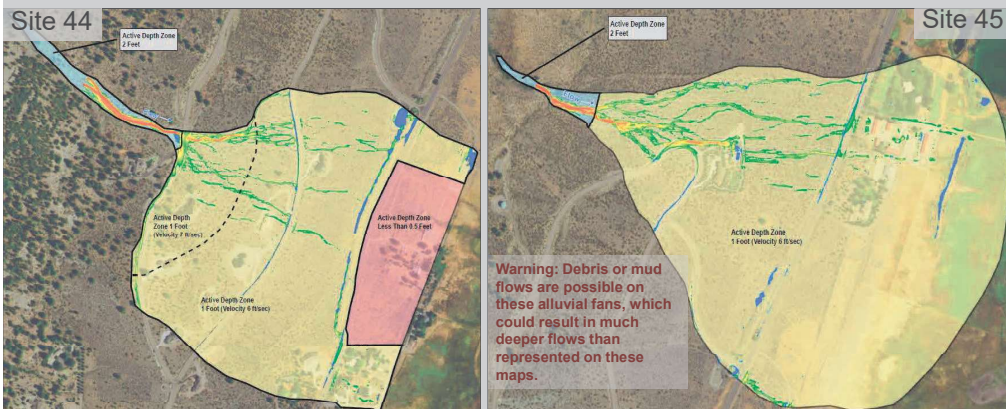
Inundation Maps





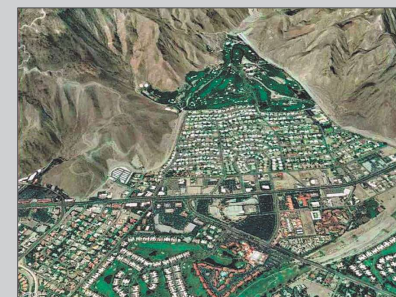
HYDRAULIC ASSESSMENT

Inundation Maps



WHAT'S NEXT?

- Understanding impacts to existing and future development
- Prioritizing watershed risk and develop strategies to minimize that risk
- Utilizing identified alluvial fan areas and associated risk in development review



Source: esri.com

QUESTIONS?

Elise Jarrett: Elise.M.Jarrett@usace.army.mil, (916) 557-6622

Lew Hunter (Geology): Lewis.E.Hunter@usace.army.mil, (916) 557- 5368

John Newton (Hydraulics): John.F.Newton@usace.army.mil, (509) 527-7289



US Army Corps
of Engineers

AGENDA ITEM #23

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: May 20, 2020

SUBJECT: Agenda Item #23 –For Discussion Only: Staff Update on Low Impact Development Project

DISCUSSION: Brenda Hunt will present an update on this project to the Board.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #24

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

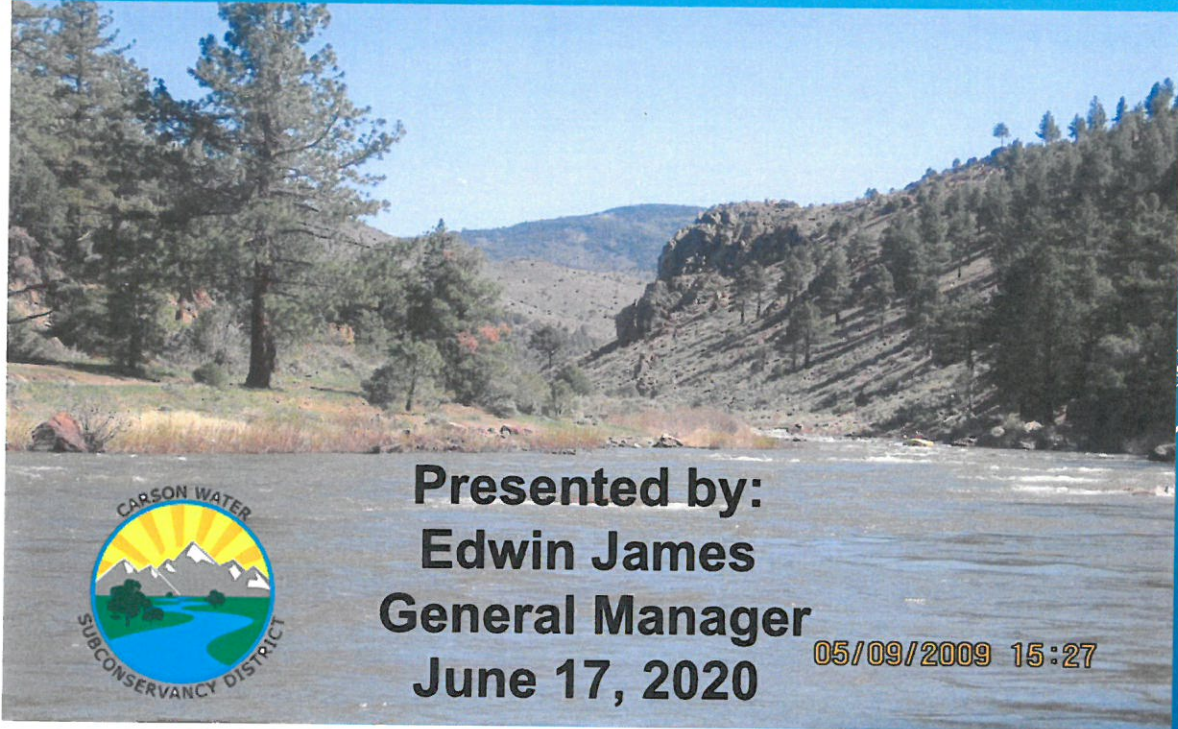
DATE: June 17, 2020

SUBJECT: Agenda Item # 24– For Discussion Only: Presentation on the Water Supply Picture in the Carson River Watershed

DISCUSSION: Staff will give a presentation on the groundwater levels and groundwater pumping in the Carson River Watershed (see attachment). This information is a compilation of data from the Department of Water Resources and the various water purveyors in the watershed. Staff hopes to give this presentation, with a few changes which will emphasize the given jurisdiction water issues, to the various counties and water purveyors in the watershed.

STAFF RECOMMENDATION: Receive and file.

WATER SUPPLY PICTURE FOR THE CARSON RIVER WATERSHED



Presented by:
Edwin James
General Manager
June 17, 2020

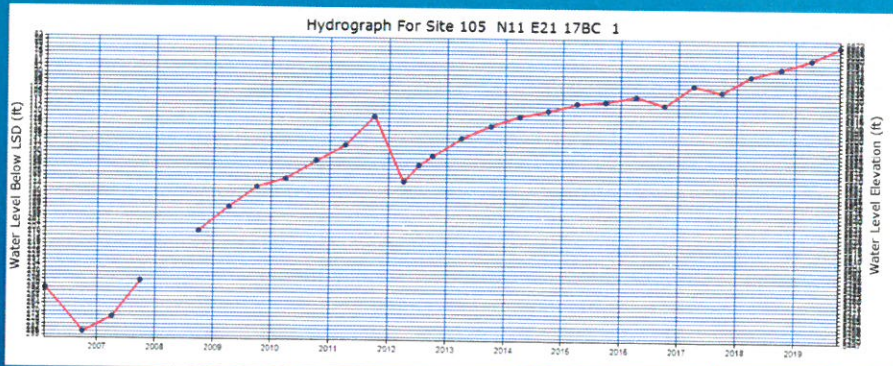
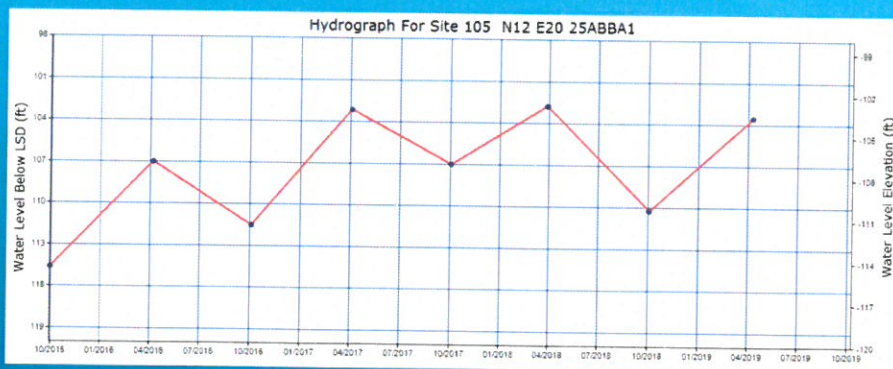
05/09/2009 15:27

SUMMARY OF GROUNDWATER LEVELS

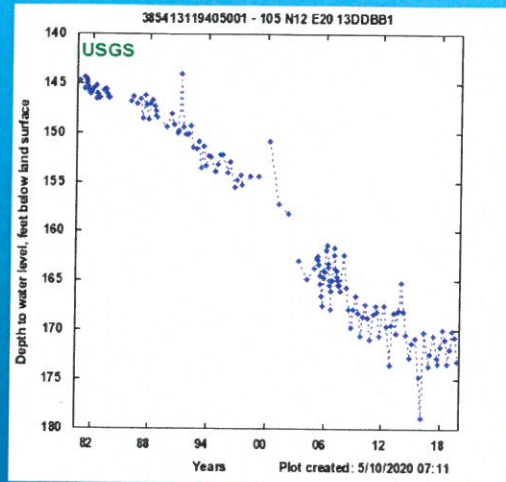
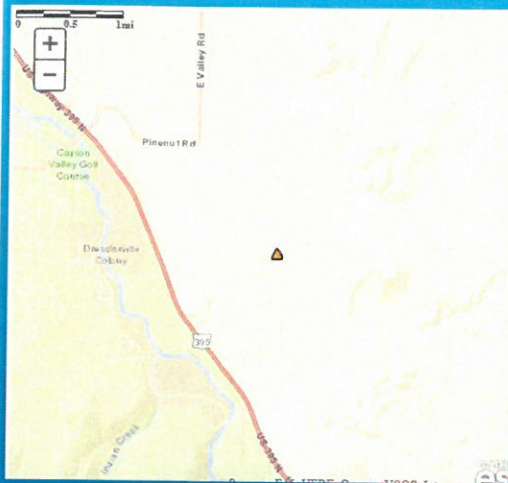
CARSON VALLEY GROUNDWATER LEVELS



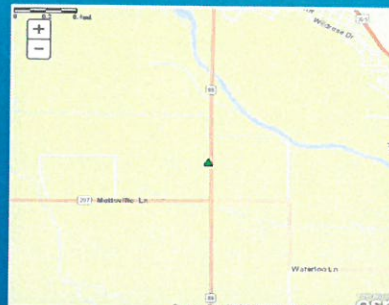
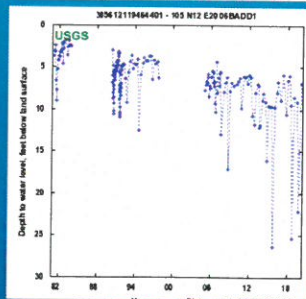
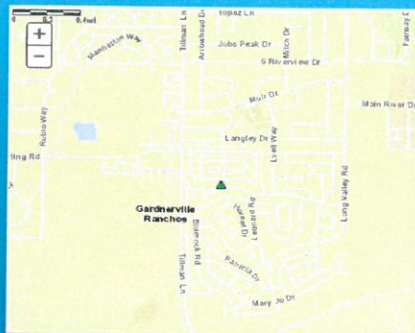
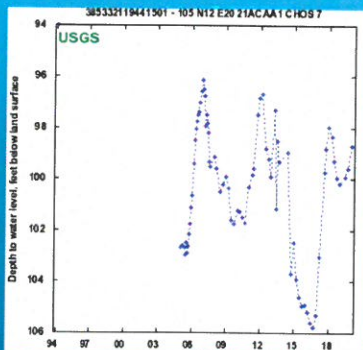
South East Carson Valley



Ruhenstroth Area

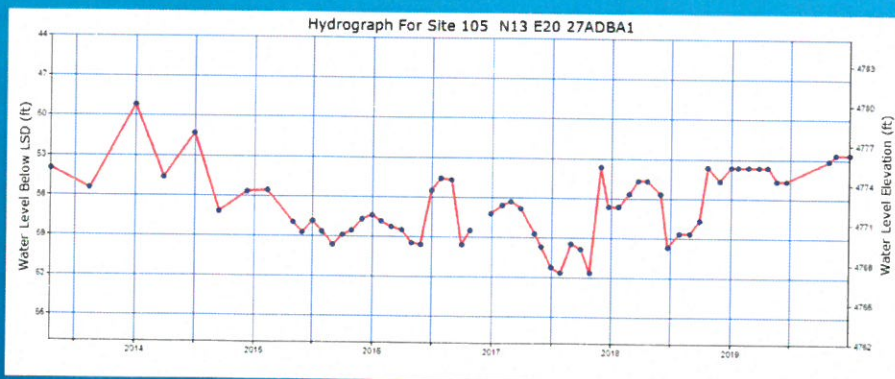


GRGID Area

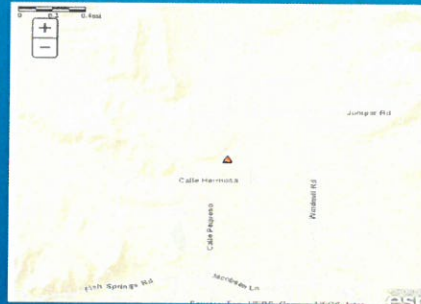
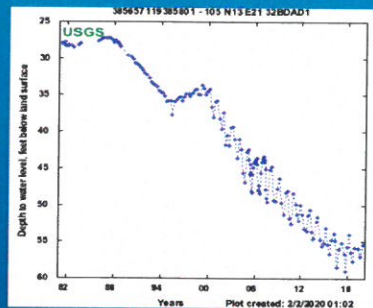
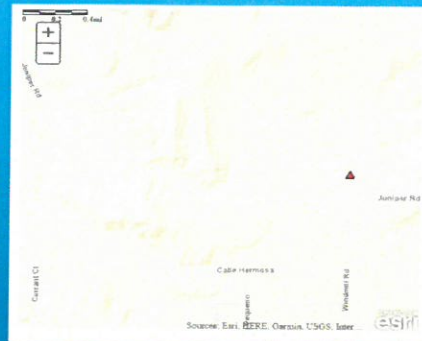
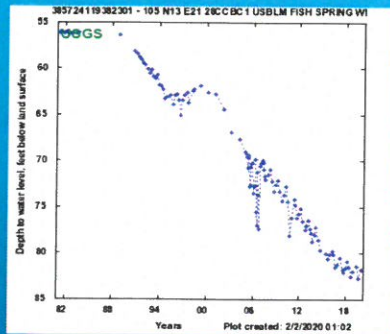




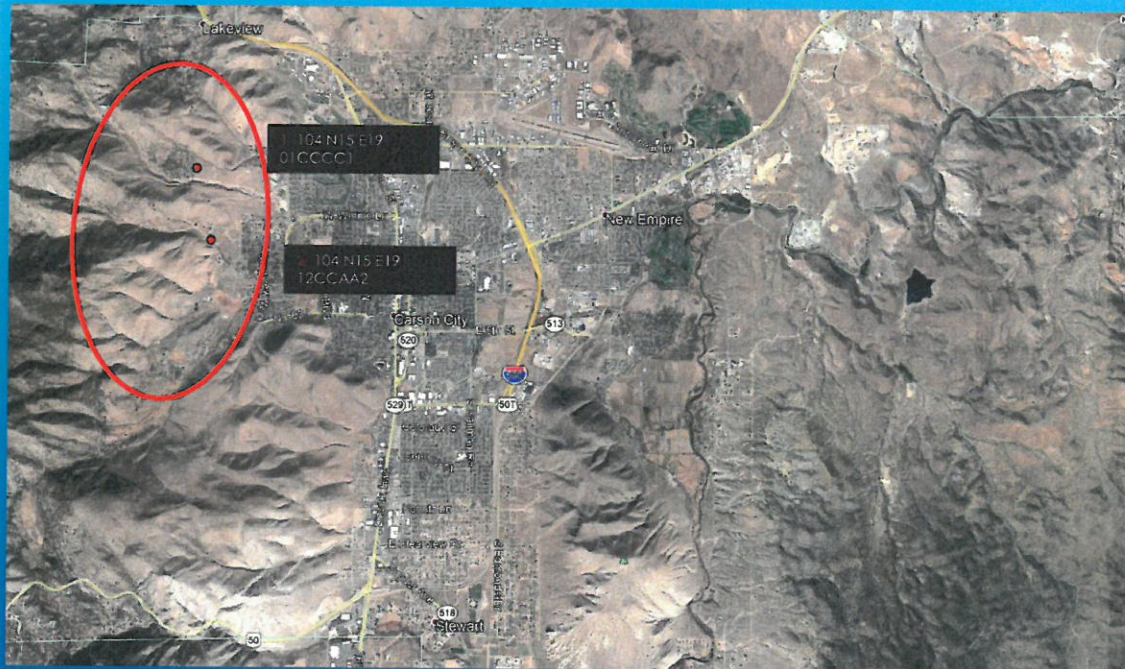
Middle Carson Valley Area



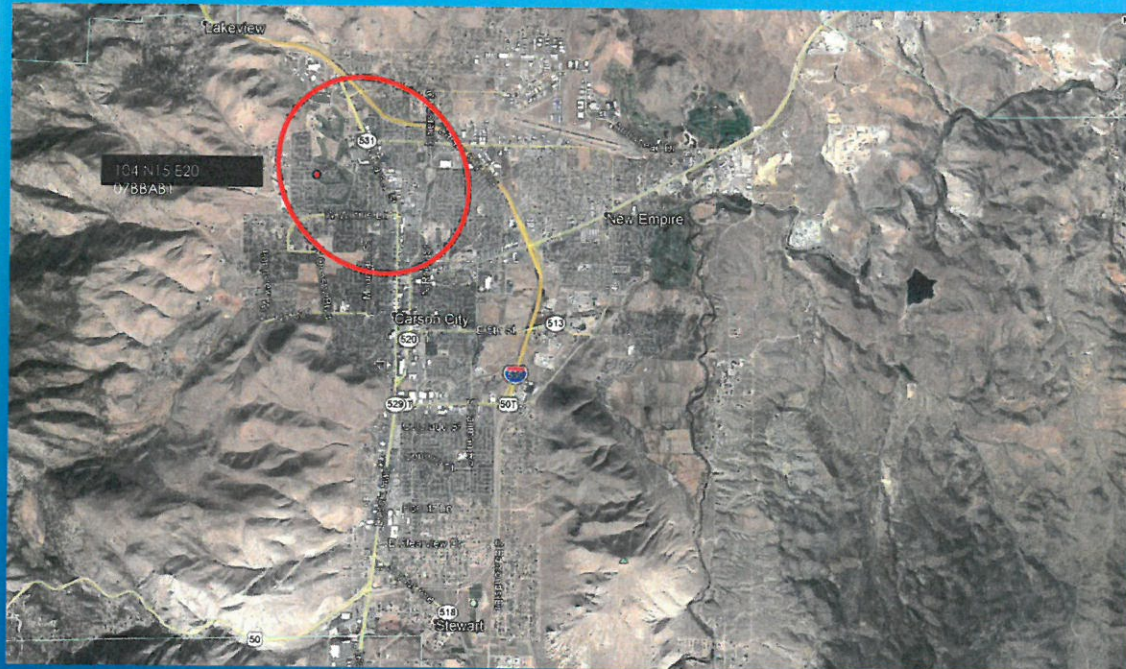
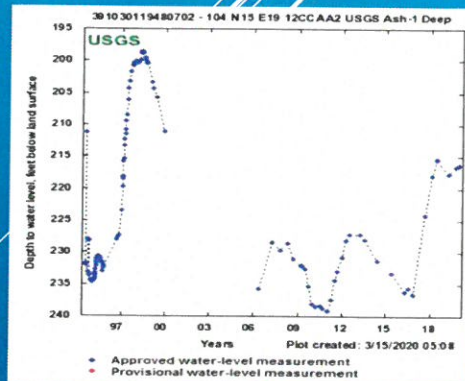
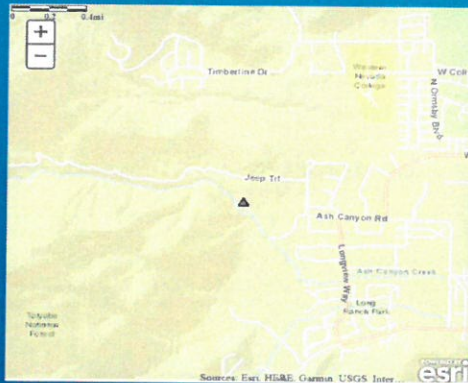
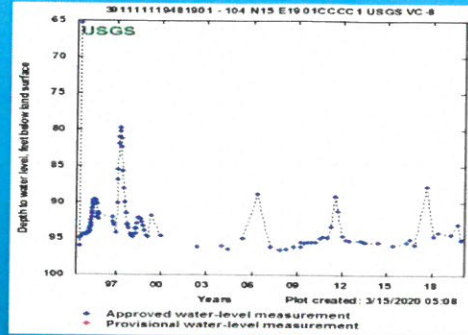
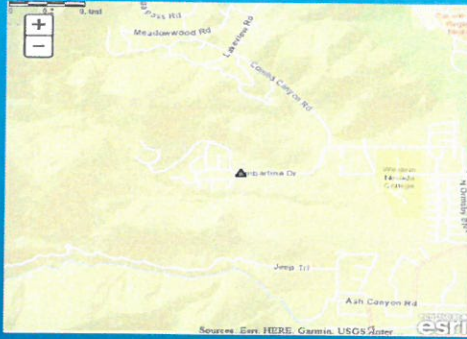
East Valley – Johnson Lane Area



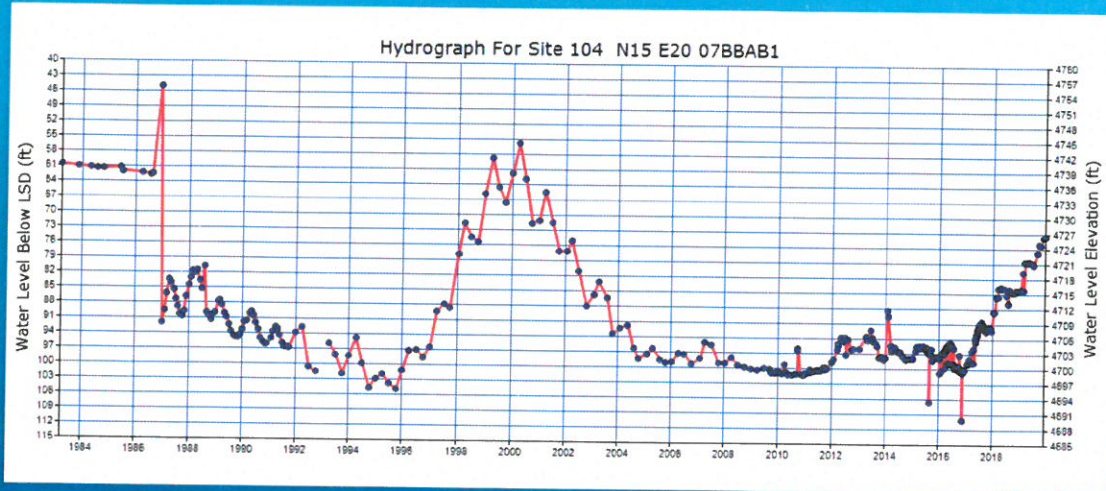
Eagle Valley Groundwater Basin



West Carson City

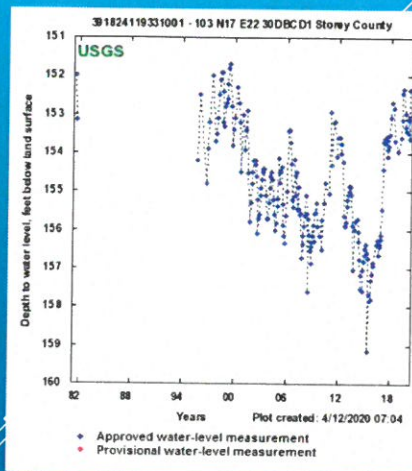


North West Carson City



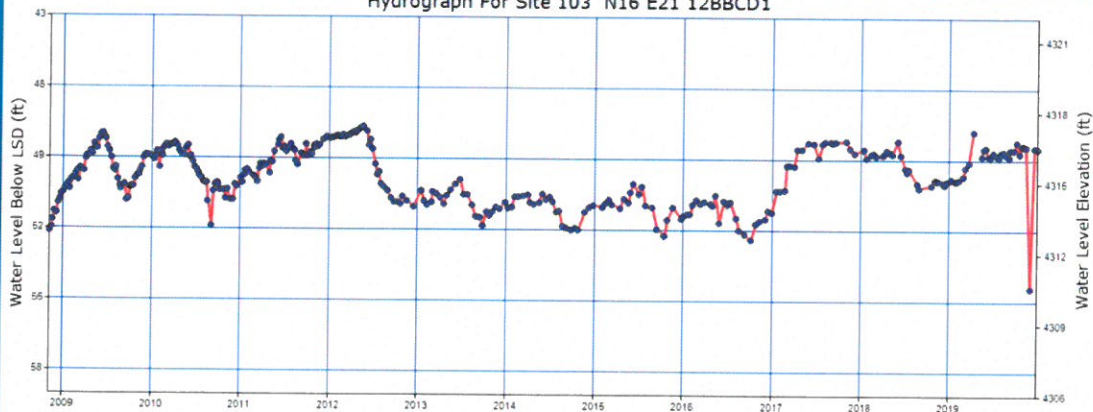
North Dayton Groundwater Basin

Site Number: 391824119331001 - 103 N17 E22 30DBCD1 Storey County



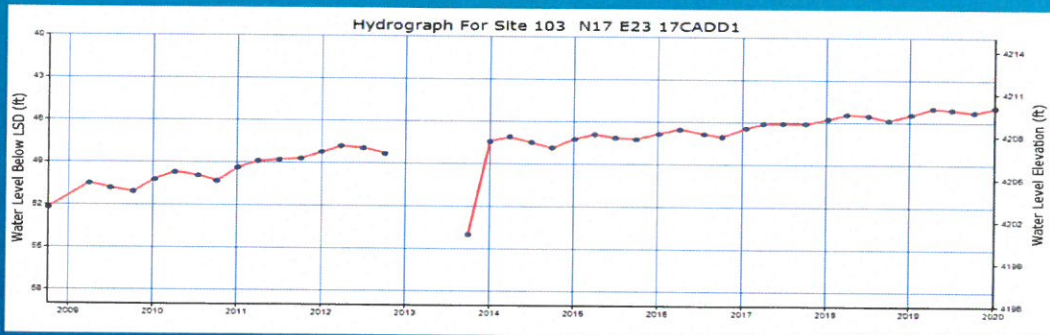
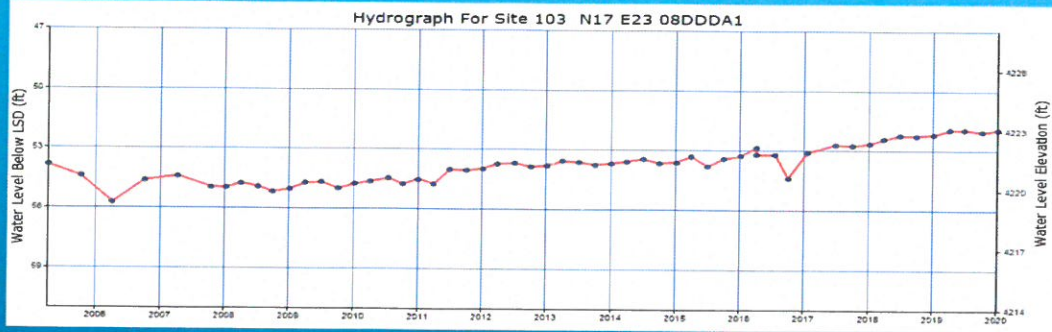


Hydrograph For Site 103 N16 E21 12BBCD1

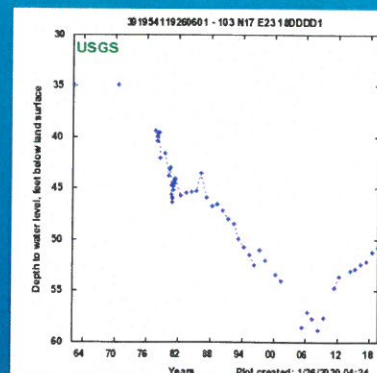
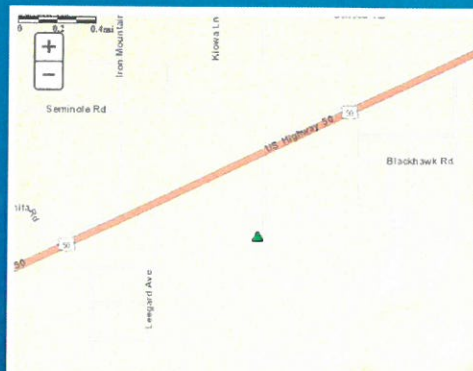


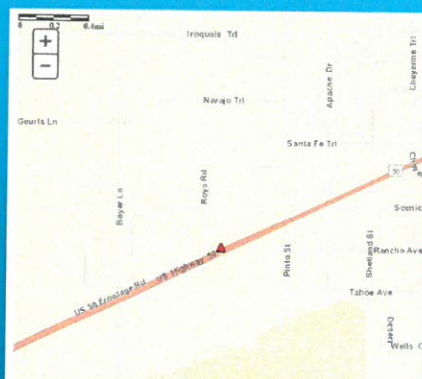
Stagecoach Sub-basin



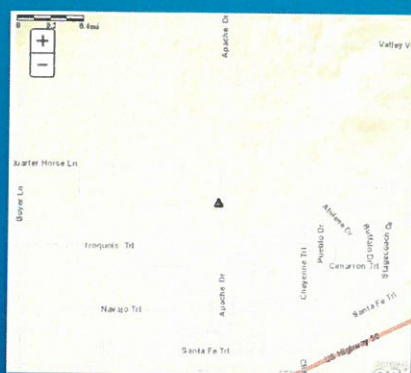
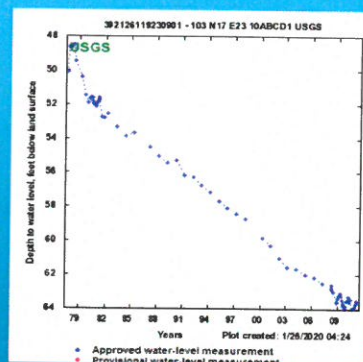


Stagecoach Sub-basin

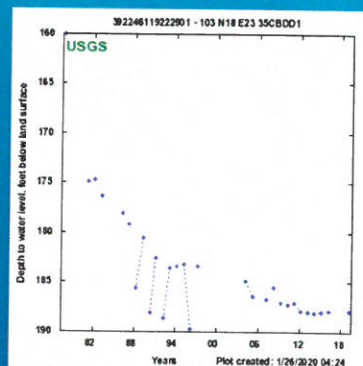




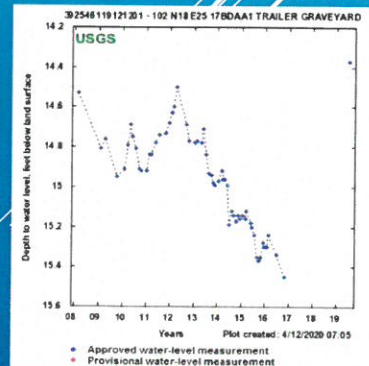
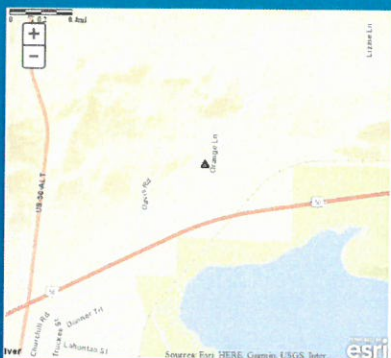
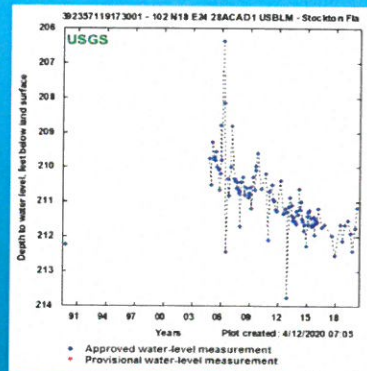
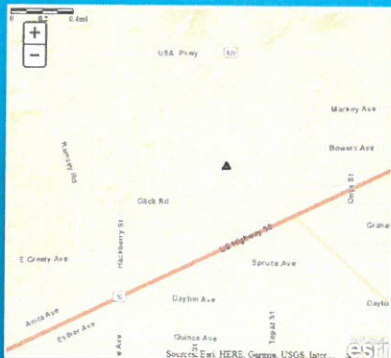
Near Roy's RD
and HWY 50



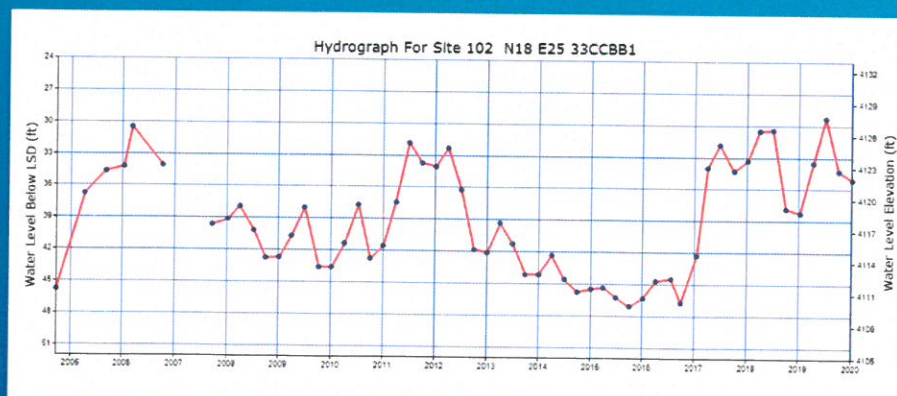
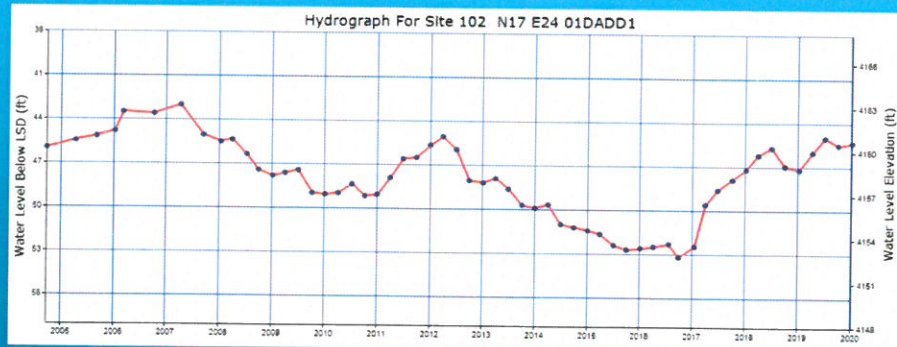
Uphill from
Stagecoach
Office



Churchill Valley Groundwater Basin (Silver Springs Area)



Churchill Valley Groundwater Basin (Silver Springs Area)



30281011M451503 - 101 N19 E20 3280DB3 USGS DB-1 SHALLOW

USGS

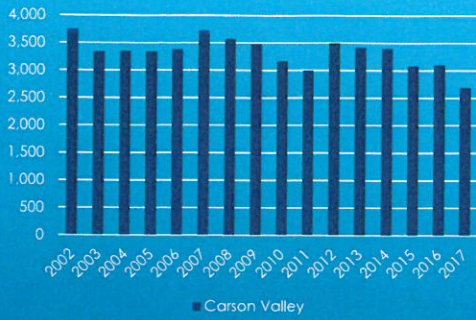
Depth to water level, feet below land surface

Years

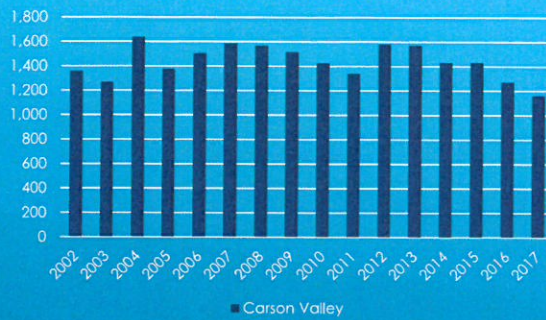
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GROUNDWATER PRODUCTION

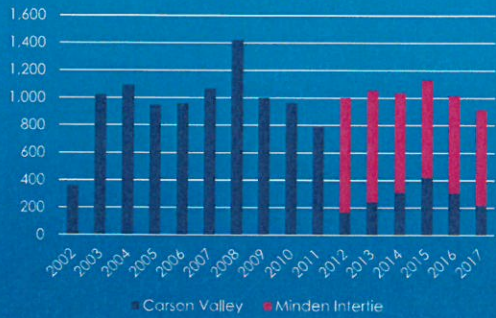
Gardnerville Ranchero GID



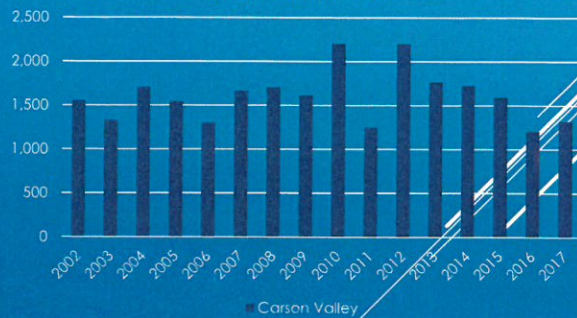
Gardnerville Water Company



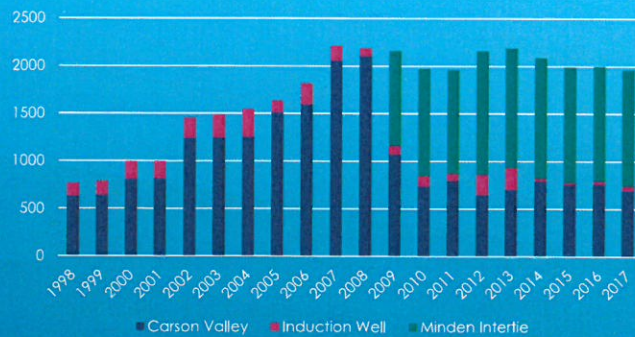
Indian Hills GID



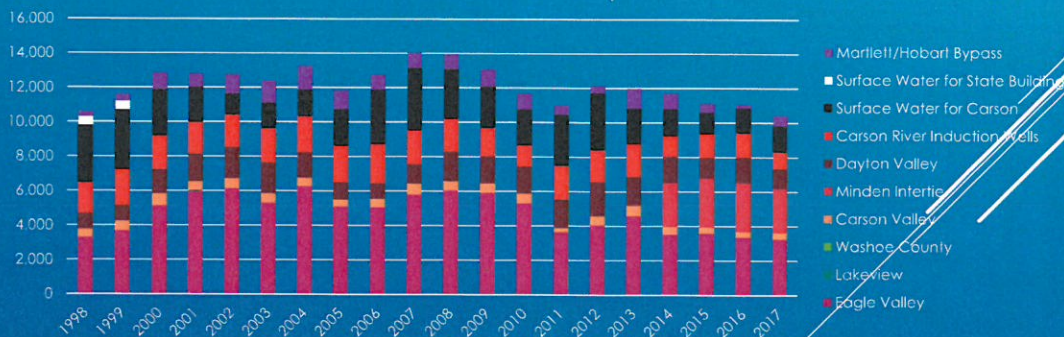
Town of Minden



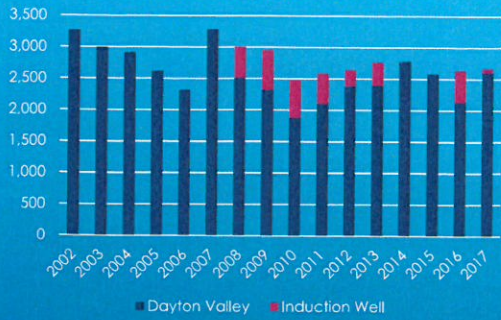
Douglas County



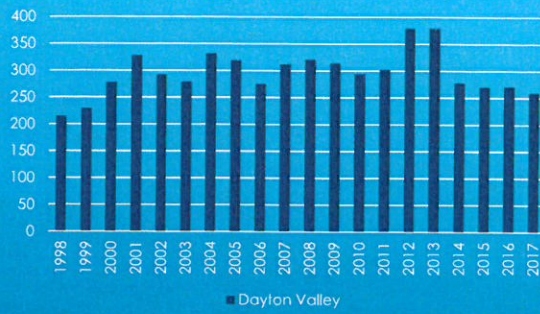
Carson City



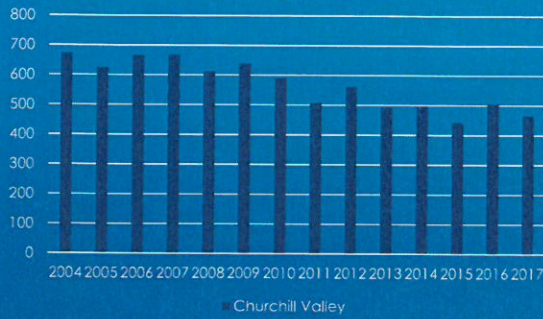
Dayton Utility / Lyon County



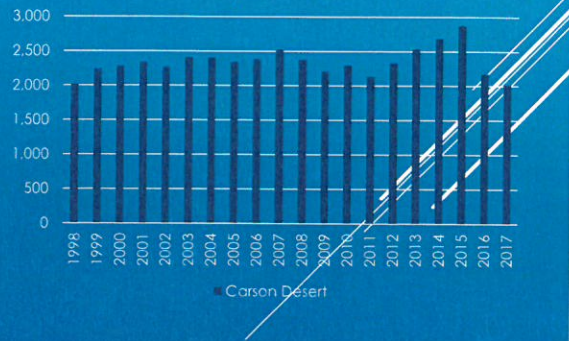
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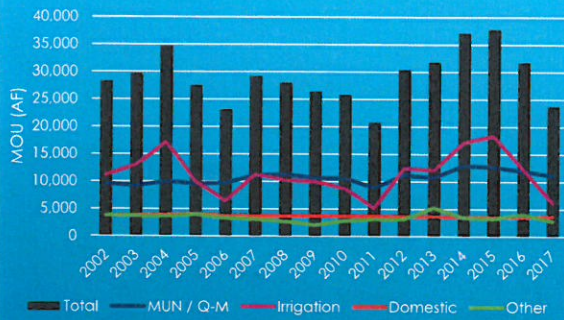
Silver Springs



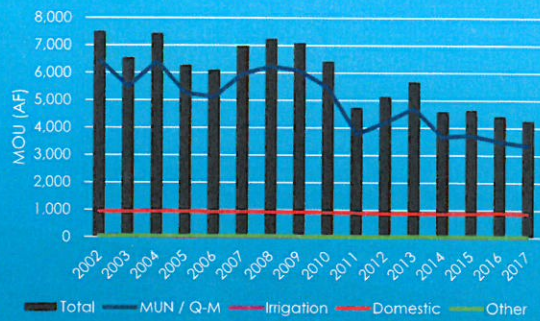
City of Fallon



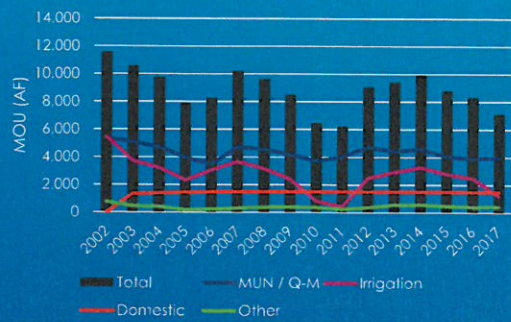
Carson Valley



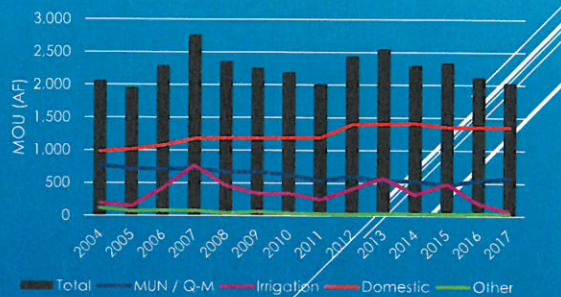
Eagle Valley



Dayton Valley



Churchill Valley
(Silver Springs)



CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 17, 2020

SUBJECT: Agenda Item #25 - For Possible Action: Approval of the General Manager's Annual Review.

DISCUSSION: Typically, each year the General Manager meet with all the Board members to discuss the goals and objectives of CWSD and discuss his performance. This year, due to the CORVID 19 these one on one meetings did not occur. As part of this year's evaluation the board members were asked to fill out the evaluation form and provide a list of goals that they would like the General Manager to pursue this coming fiscal year. Thirteen evaluations were returned and summarized (see attached summary).

The average evaluation is 17.46 out of a possible 18 points. Since the General Manager has topped out in the salary range there is no adjustment to the salary except for the cost of living adjustment.

STAFF RECOMMENDATION: Accept the General Manager's FY 2019-20 annual review.

CARSON WATER SUBCONSERVANCY DISTRICT
2020 General Manager Annual Review
SUMMARY

SCORES (out of 18 possible):

17	18	17
18	18	18
18	18	18
16	18	
16	17	

Total 227/13 evaluations = 17.46 Average Rating

REDUCED RATINGS IN CATEGORIES LISTED BELOW:

- ORGANIZATIONAL SKILLS - Decision quality (-1)
- ORGANIZATION SKILLS - Presentation skills (-5)
- OPERATING STYLE - Delegation of work to be done (-1)

GENERAL COMMENTS:

- Ed does a great job. He is very committed to the CWSD and always makes the effort to understand the issues from all sides. It is a pleasure to work with Ed.
- I appreciate the effort Ed places in keeping members of the Board informed. Meetings and communications are well organized and thoughtfully presented. Also, information is provided in such a way that it is easily understanding and yet comprehensive enough to be meaningful. Ed does a great job of representing the needs of the water shed when working with various partners.
- Thanks for a good job of leading our organization!
- Ed is a pleasure to work with. We are so lucky to have him at the helm. He is an outstanding employee!
- Ed and his staff have done and continue to do an admirable job of promoting the goals of CWSD.
- Ed continues to work collaboratively with numerous organizations that on occasion may have conflicting interests. Ed manages to keep the bigger picture in focus and helps others see the regional benefit to various options being discussed. Ed and his staff have done a great job of keeping the operation moving despite the Covid-19 issues. Meetings were dealt with on-line and worked out quite nicely and all necessary paperwork has been sent out in a timely manner. Good job to all with much credit to Ed for leading the effort. Ed has worked closely with Mr. King to improve various document templates, resolve water rights issues, agenda issues, the NV Supreme Court filings, and various other legal related issues. Good job.
- Ed's knowledge and abilities to get grant funding and identify important work needed, as well as ensure this work is valuable, is extremely valuable to ensure CWSD is managed effectively.
- Once again, Ed has an excellent year at the helm. His leadership and management are of a caliber rarely seen. I am honored to be working with him.
- GOOD JOB ED!!!

SUGGESTED GOALS FOR FY 2020-21:

- I would like to see us make progress on the project that we have identified as being important to CWSD – specifically, a comprehensive inventory of assets, resources, improvements, structures, etc. done within the watershed and along the Carson River.
- Resolving the Lost Lakes issue.
- Prepare for the legislative addition of Alpine and Storey counties.
- Keep doing what you are doing.
- I would like to see the use of the drone expanded as much as possible since it is a great tool to discover and map the entire watershed and provide valuable information not only to assist the landowners in the watershed but to assist in developing more tools to help protect the watershed.
- Continue to work with USGS on the water modeling issues they seem to have. With retirements at the GS and what seems to be a revolving door with their staff, I would hope that CWSD could help them better understand the reality of how water is currently being used (and has been for close to 20 years) in the Dayton Valley LCUD service area. For the USGS to overinflate or use water use calculations based on total permitted rights does not paint a clear picture. Perhaps get them to agree to include the total that could be pumped under the municipal permits but on the same graph and text, show what has actually been pumped. There needs to be a balance that shows what could be and what is actually happening. This issue needs to be resolved before more turnover happens at the USGS and well before Ed gets closer to his retirement window. Once the institutional knowledge is gone, so will the historical perspective unless it is clearly documented in a very legitimate publication. Perhaps CWSD should consider producing a publicized document that provides the historical use patterns along with the changes over the years.
- A water marketing study to produce achievable options supported by water right owners that will enable better use of the Carson River surface and ground water systems. Also, improve the understanding in the communities served of the safety, and short/long term reliability of the Carson River water supply.
- Achievement of our legislative goals we are setting/have set for the upcoming legislative session.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 17, 2020

SUBJECT: Agenda Item #24 - For Information Only: Staff Report

DISCUSSION: The following are summary reports of meetings and activities submitted by Ed James and staff since the last Board meeting on May 20, 2020:

Ed James Activities

- Continue to work with Lumos on the Water Marketing study. Lumos has completed their first update Memorandum on the data they have collected. Staff will work with Lumos on the next phase of the study.
- Submitted the completed FEMA MAS # 11 application.
- On May 20, Shane Coors gave a presentation on the proposed hydrologic analysis below Lahontan Dam to USBR staff. Mr. Coors is completing his report and will be sending it out to FEMA, USBR, and Churchill County by mid-June.
- Continue to be in communication with all the consultants working on the various FEMA projects.
- Worked with Catrina to prepare the June Board meeting package.
- Finalized the 2020-21 budget and sent it to the Department of Taxation and counties.
- With the help from Loren and Melissa, CWSD has corrected and updated the groundwater production and water levels in Carson Valley, Eagle Valley, Dayton Valley, and Churchill Valley basins. This information and data base has been forwarded on to the Department of Water Resources for their use.
- Finalizing the data base for surface water diversions out of the Carson River.
- Conducting CWSD staff annual reviews.
- Working with staff to develop a process to collect the various structures and projects in and along the Carson River.
- Trying to coordinate a meeting between State Lands and conservation districts regarding the creation of a State Land permit.
- Going up to check on Lost Lakes and take water measurements.

Brenda Hunt Activities

Watershed Coordination Grant:

- Follow up from Forum WQ Implementation Workshop and documentation of project/program status and addition of new projects to Stewardship Plan. Finalized Alpine County's.
- Coordination and editing of newsletter articles with CWSD staff, NDEP, WR and AWG. Newsletter should be out by week of June 8th.
- Worked with Staff and Neon to finalize NEON Watershed Moments (and more) contract and Scope of Work for approval at June 17 Board meeting. Completed Board Letter and Justification letter.
- Conducted CRC Floodplain Management Working Group Meeting via ZOOM on May 28. Reviewed meeting notes and uploaded to website.
- American Planning Association NV Chapter webinar May 27 entitled *Current and Future Impacts of COVID-19 on Nevada's Fiscal System* hosted by Fredrick Steinmann, Asst. Research Prof. College of Business-UNR.

- Discussions and strategies with Shane and Loren about updating CWSD website.
- Reviewed Hope Valley Restoration and Aquatic Habitat Enhancement Project Monitoring Plan (MP).

Low Impact Development Grant:

- Continued review of draft ordinances and changes required per County.
- Along with Rob Loveberg, our consultant, presented to the Truckee Meadows Stormwater Committee May 28 on Carson River Watershed LID project. Asked questions and drafted meeting notes to be merged with consultant's notes. Worked with consultant to obtain answers from the Committee to a series of questions from county staff.
- Began research re: creating Code incentives to encourage the use of LID in residential and commercial development.
- Worked with consultant to schedule meetings with County staff to discuss what was learned from Truckee Meadows Stormwater Committee.

NFWF:

- Coordination with Shane on wrapping up NFWF grant with sub grantees and final reporting to grantor.

Admin:

- Staff Discussions about administration of Facebook Page
- Organized Watershed Coordination Program staff meetings with Shane and Loren
- Attended virtual CWSD Staff Meetings
- Virtual POOL/PACT Influential Leadership Training Course
- Timesheets
- AmeriCorps Admin
- Completed Summary of Activities
- Completed annual evaluation for myself
- Conducted annual evaluation for Shane Fryer
- Time off with child doing distance learning

Shane Fryer Activities

106:

- Coordinate project between: NDEP, CWSD, R.O. Anderson and Carson Valley Conservation District
- Flew missions on the Page Ranch.
- Analyzed Data, Digital Surface models are interpretable but less useful for engineering.
- Presented to CWSD board on findings
- Presented to CRC on finding
- Worked with Carson City, The Nature Conservancy, Alpine Watershed Group and Douglas County to develop new projects.

NFWF:

- Communicated with Dayton Valley Conservation District, Carson City and The Churchill County Mosquito Communicated with, Vector, and Noxious Weed Abatement District to finalize grant. CWSD Weed Abatement
- Communicated with Dayton Valley Conservation District, Carson City and The Churchill County Mosquito Vector and Noxious Weed Abatement District, Carson Valley Conservation District, Alpine & Upper Carson WMA about end of fiscal year.

Watershed Coord:

- Continuing River Assessments along the Carson, with late spring flows.
- Communicating with active restoration partners, American Rivers (Beaver Analog, Alpine Watershed Group (4th Crossing) and Carson Valley
- Remote CRC meeting (Floodplain and Education Working Group)

- Recorded first draft of Geomorph Video with RCI (Lynn Zonge)
 - Communicated with Carson City on Mexican Dam Portage
 - Newsletter, Facebook and Eblasts to partners
- Watershed Campaign:
- Reviewed/Commented on contract to initiate next steps in the campaign (Watershed Moments)
- Partner Tech Support:
- Various tasks: monitoring cameras.
 - Staff Communication and Covid-19 communication

Debbie Neddenriep Activities

1. The large chunk of my time was spent on FEMA grant management processes for 2 grants. This includes:
 - Created monthly invoices and requested drawdowns
 - Input Monthly earned values for cost and schedule adherence required for FEMA grants
 - Flood Awareness meeting
 - Correspondence with contractors/ county staff as needed
 - Created annual update request letter for contractors indicating changes in FEMA project tracking within the Map Information System.
2. Read Water and Sewer Affordability Article by American Water Works Association
3. Helped submit next application for FEMA grant (aka Mapping Activity Statement #11)
4. USBR grant –
 - Updated Marlette water usage
5. Facebook posts to Carson River Watershed page when I come across pertinent information.
6. Alpine County:
 - 5/27/2020 Measured groundwater levels on the Alpine County Mesa Vista area; input new number and updated graphs
 - Updated South Carson Valley Well data in Alpine County and uploaded to California Statewide Groundwater Monitoring ([CASGEM](#)) program website. This county data is required by California Department of Water Resources and qualifies the county to apply for state funding.
7. Attended these meetings via Teleconference or Zoom:
 - Weekly staff meetings
 - 5/15/2020 – AWWA Webinar: Financial Impact of Covid-19 on the Financial Sector
 - 5/19/2020 - Facebook discussion with Shane and Brenda
 - 5/20/2020 -Board Meeting
 - 5/28/2020 - CRC Floodplain Management Working Group meeting
 - 6/3/2020 - Annual Evaluation with Ed (Walk in the Park)

FEMA Projects:

- 5/12/2020 – discussed Mapping Information Platform earned values and tasks to complete with Jeanne Ruefer
- 5/20/2020 – Churchill County – review of hydrologic data with USBR staff, and contracted engineers. Created a brief write-up for progress reporting.
- 6/9-6/11/2020 – Association of State Floodplain Managers Annual Conference – held virtually

I have reduced my hours to 30.5 hours per week which includes a few hours off per week.

Catrina Schambra Activities

In addition to my usual and customary admin duties, I completed the following activities:

- Setup DocuSign Account
- Setup Wire service with US Bank
- Zoom Contract Project Meeting
- Completed Contract Standardized Language Project with Patrick & Ed, resulting in 4 standard templates: Non-Profit, Contractor, Interlocal & State.
- General Manager Annual Review compilation and summary
- FY 2020-21 Final Contracts prep
- NAS files audit and editing project (on-going)
- Quick Books Accounting study (on-going)
- Weekly Staff meetings

STAFF RECOMMENDATION: Receive and file.

CORRESPONDENCE

From: lyris@swrcb18.waterboards.ca.gov <lyris@swrcb18.waterboards.ca.gov>

Sent: Friday, May 22, 2020 9:25 AM

To: Brenda Hunt <brenda@cwsd.org>

Subject: UPDATE!! - 2020 Water Data Symposium Agenda



REGISTER TODAY!
**2020 California Water Data
Science Symposium**

This is a message from the State Water Resources Control Board.

Good Morning Water Quality Monitoring and Data Science Enthusiasts!

We sincerely hope you are all doing well, and your loved ones are healthy and safe. The 2020 Water Data Science Symposium planning team has been hard at work the last few months pivoting and adapting our very ambitious plans for this year's Symposium to better fit within our new virtual limits. We have had to pare down the presentations in both length and amount and have eliminated the concurrent aspects of this year's Symposium; although we are already looking to host those events in the future when things are more normalized.

With all of that we want to announce the release of our [draft agenda](#) ([accessible version](#)) which you can find on our [2020 California Water Data Science Symposium Webpage](#)! Here is a link to the [flyer](#).

If you haven't already done so please [REGISTER for the event by June 20th](#) to receive information on the virtual attendance and platform including necessary security requirements etc.

We want to especially thank our community based Executive Advisory Committee that helped us identify a wonderful keynote speaker and develop an agenda that speaks to the larger community we have historically struggled to reach.

Members of the Executive Advisory Committee include:

Co-Chairs

- Helen Fitantes, The Watershed Project
- LaDonna Williams, All Positives Possible

Members

- Eric Bason, Parents for a Healthy Community
- Sergio Carranza, Pueblo Unido CDC
- Nahal Ipakchi, EcoEquity Consulting
- Dimitra Long, C'Witzan Circles
- Canyon Sayers-Roods, Costanoan Ohlone and Chumash Nations

Please feel free to share this information broadly to anyone you know (listservs, colleagues, staff, and students!) who may be interested in attending the Symposium!

Thanks – we hope to see you virtually in June!

Sincerely,

Your Water Data Science Symposium Planning Team