

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

NOTICE OF PUBLIC MEETING

DATE: June 16, 2021
TIME: 6:30 pm
LOCATION: 2289 Main Street, Genoa, Nevada 89411
Genoa Town Office Meeting Room

The meeting will be preceded by a tour of Carson Valley Conservation District projects. The Board will meet at **4pm** in the parking lot of Mormon Station State Park in downtown Genoa, **2295 Main St, Genoa, NV 89411**. We will have dinner at 5:30 pm and our Board meeting at 6:30pm in the Genoa Town Office meeting room. A quorum of the CWSD Directors may be present at the events preceding the board meeting, but no action will be taken.

CWSD encourages Board Members attendance at field trips to be in-person meetings, but virtual attendance is available via [Zoom](#). If you prefer to phone in, call (669)900 9128. Meeting ID: 878 3729 5512; Passcode: 096516

AGENDA

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

1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
2. Roll Call
3. Pledge of Allegiance
4. For Discussion Only: Public Comment - 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 19, 2021

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 2021
8. For Possible Action: Approval of Payment of Bills for May 2021
9. For Possible Action: Approval of the Cost-of-Living Adjustment Policy
10. For Possible Action: Approval of State Contract #2021-1 Carson Valley Conservation District – Carson River Bioengineering Project in an amount not to exceed \$75,000
11. For Possible Action: Approval of State Contract #2021-2 Carson Valley Conservation District – West Fork Bank Stabilization Project in an amount not to exceed \$100,000
12. For Possible Action: Approval of State Contract #2021-3 Dayton Valley Conservation District – River Projects Inventory Project in an amount not to exceed \$100,000

13. For Possible Action: Approval of State Contract #2021-4 Lahontan Conservation District - Lower Carson River Project in an amount not to exceed \$25,000
14. For Possible Action: Approval of Non-Profit Agreement #2021-5 Sierra NV Journeys – Family Watershed Nights in amount to exceed \$3,280
15. For Possible Action: Approval of Non-Profit Agreement #2021-6 River Wranglers – Carson River Workdays in an amount not to exceed \$36,000
16. For Possible Action: Approval of Non-Profit Agreement #2021-7 Alpine Watershed Group – Carson River Upper Watershed Programs in an amount not to exceed \$25,000
17. For Possible Action: Approval of Interlocal Contract #2021-8 Churchill County – Lahontan Valley Water Level Measurement Program in the amount not to exceed \$44,000 over 3 years
18. For Possible Action: Approval of Interlocal Contract #2021-9 Truckee-Carson Irrigation District – Carson River Diversion Dam Repairs Project in an amount not to exceed \$50,000

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

19. For Discussion Only: Presentation on the USACE Alluvial Fan study in Douglas County
20. For Discussion Only: Presentation on the Douglas County Stormwater Program by Courtney Walker, Douglas County Stormwater Manager
21. For Discussion Only: Wrap up on the 2021 Legislative Session
22. For Possible Action: Discussion to send support letter regarding the Douglas County Lands Bill
23. For Possible Action: Approve General Manager Review
24. For Discussion Only: Update on 2021 Water Year
25. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
26. For Discussion Only: Directors Reports
27. For Discussion Only: Update on activities in Alpine County
28. For Discussion Only: Update on activities in Storey County
29. 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.
30. 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.

AGENDA ITEM #6

**MINUTES OF LAST
BOARD MEETING**

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS AND
CARSON RIVER WATERSHED COMMITTEE MEETING
May 19, 2021

Draft Minutes

The CWSD May 19, 2021, Board of Directors meeting was held in person and via Zoom Video/Telephone conference due to Governor Sisolak's lifting Covid-19 restrictions.

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

CWSD Directors present:

Stacey Giomi, Director
John Engels, Director (via Zoom)
Jack Jacobs, Director
David Nelson, Director (via Zoom)
Pete Olsen, Director (via Zoom)
Lisa Schuette, Director
Fred Stodieck, Director
Mike Workman, Director

Absent: Mark Gardner, Ken Gray, and Ernie Schank.

Roll call of the Carson River Watershed Committee included CWSD Directors and Committee Members present (via Zoom) - Kathy Canfield, David Griffith, and January Riddle.

CWSD Staff & Guests present:

Nick Charles, Lumos & Associates, Inc.
Shane Fryer, Watershed Program Specialist
Brenda Hunt, Watershed Program Manager
Edwin James, General Manager
Patrick King, CWSD Attorney
Debbie Neddenriep, Water Resource Specialist II
Catrina Schambra, Administrative Assistant/Secretary to the Board

The Pledge of Allegiance was led by Committee Director Giomi.

Item #4 – Discussion Only: Public Comment

Director Engels commented he attended a Nevada Development Authority (NDA) meeting. Every meeting he brings up the topic of water. He feels there is a lot of talk about water, but not where we are going to get more water. He has concerns with all the new development, especially up in Fernley.

Director Nelson reported that Director Gardner is at an installation for the Elks Club and that is why he is not here today.

Item #5 – For Possible Action: Approval of Agenda

Mr. James asked to combine Items 16 & 18 together for discussion. Chairman Giomi said

we will allow that as long as there are no objections. They were no objections.

No action taken.

Item #6 – For Possible Action: Approval of the Board Meeting Minutes of April 15, 2021

Committee Member Griffith made a motion to approve the Board Meeting Minutes of April 15, 2021, as presented. The motion was seconded by Director Jacobs and unanimously approved by the Board.

Committee Member Griffith asked that we make a motion on approving the Agenda. Chairman Giomi agreed. Committee Member Griffith made a motion to approve the agenda, with the change requested. Director Stodieck seconded the motion, and it was unanimously approved by the Board.

****CONSENT AGENDA****

Item #7 - For Possible Action: Approval of Treasurer's Report for April 2021

Item #8 - For Possible Action: Approval of Payment of Bills for April 2021

Item # 9 - For Possible Action: Approval of Revised Lost Lake Agreement with Carson City

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

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

Item # 10 - For Possible Action: Public Hearing of CWSD FY 2021-22 Tentative Budget

Chairman Giomi opened the Public Hearing of the CWSD FY 2021-22 Tentative Budget. There being no comments, he closed the Public Hearing.

No action was taken.

Item # 11 - For Possible Action: Presentation by Lumos on the USBR Water Marketing Study

In introducing Nick Charles from Lumos & Associates to give his presentation of the USBR Water Marketing Study, Chairman Giomi commended him on his comprehensive report. He said it is so good that it should be published and put in our libraries and schools for its information on the Carson River! A very well-done document.

Mr. Charles gave his presentation of the water study that included charts of river flows measured from 1940 – 2020 at four USGS stations: (1) West Fork at Woodfords, (2) East Fork near Gardnerville, (3) Carson River near Carson City, and (4) Carson River near Fort Churchill. He reported the flows are changing and are more variable; the highs are higher, and the lows are lower. The spring runoffs are earlier in the year and there is no storage on the Carson River. These are troubling trends for watershed users – irrigation and domestic wells, municipalities, and others. Climatic trends in Carson City show that temperatures are increasing, and precipitation is decreasing. There are water management challenges that need to be addressed. He discussed the difference between perennial yield and system yield, and municipal water usage estimates for 2020 to 2040: It is 26,650 AF per year in 2020, increasing to an estimated 28,007 AF per year

by 2040 based on growth estimates. Management of the watershed and water marketing strategies are critical for the future demands. Mr. Charles discussed the options available now and for the future.

Committee Member Griffith asked how Lake Tahoe affects the system yield. There was discussion of the Alpine Decree rotation term, meaning junior water rights can be put in the que if water available. This allows flexibility by the Water Master and allows for water to be fully utilized.

Director Engels commented Climatologists recognize climate change, but development seems to be in a frenzy right now and this does not seem to be taken in account in the planning. He says he is worries about water limitations. This seems to not be talked about and he wants answers. He is very concerned about increases in development and that there is not enough water for the increase in population to the area.

Director Jacobs had a question regarding water rights and benefits of these concepts presented.

No action taken.

Item # 12 - For Discussion Only: Presentation on River Wranglers Activities

Darcy Phillips gave a presentation of River Wranglers activities during the past year. Covid-19 restrictions required a change in the curriculum and required them to move to a virtual platform. All in all, it went well! She gave a video presentation of the backpacks with supplies that were delivered to the students to use in tandem with the online curriculum and projects. RW focus was on 4-5 graders. During a normal school year RW outreach connects with 6,000 students, with 2,500 be repeat participants. During the Covid-10 year the outreach was limited to only 500-600 students. She is looking forward to field trips starting again soon.

No action taken.

Item # 13 - For Discussion Only: Update on Carson River Float Trip

Shane Fryer gave a report in the April 29 Float Trip: The river flow was very low! Carson City was generous to let us borrow sit on kayaks for the day. There was a total 27 people that participated. It was a workshop type float to inform and introduce community leaders to the river. In attendance were reps from NDEP, the Washoe Tribe, Trails groups and a CWSD Board member! The river was at only 127 CFS, but it worked. The route flowed was part of the proposed expanded Aquatic Trail. It took 5 hours to float 5 miles, so they did not go as far as was planned. The group had lunch at the river and a great time was had by all. Mr. Fryer showed pictures from a beautiful day on the river!

No action taken.

Item # 14 - For Discussion Only: Update on launch of “Water Connects Us All” program

Brenda Hunt gave a brief history on the project for the new Board members. This campaign has been years in the making for education and outreach to the community. It has been a great success so far! Here are some of the stats reported:

Facebook: 8,516 views (7,991 of which played the full video!)

10,500 total engagements, in the 25-54 age group target.

Instagram: 562 views (which is 2 times the number of CWSD followers)

Instagram reach is up, and Facebook reported increase of 116% of outreach. Ms. Hunt

shared a Channel 2 TV video clip of her interview to the Board members. She explained the upcoming Watershed Moments that will be the next phase of the campaign.

No action taken.

Item # 15 - For Possible Action: Approval of the General Fund, Acquisition/Construction Fund, and Floodplain Management Fund FY 2021-22 Final Budgets

Mr. James gave an overview the Final Budgets as approved by Finance Committee for recommendation to the Board for approval. The final Budget includes a recommended change by the Finance Committee to increase the River Wrangler Non-Profit Agreement by \$10,000 (to \$36,000) and to transfer an additional \$30,000 to Acquisition Construction Fund.

Director Jacobs made a motion to approve the General Fund, Acquisition/Construction Fund, and Floodplain Management Fund FY 2021-22 Final Budgets as presented. The motion was seconded by Director Schuette and unanimously approved by the Board.

Item # 16 - For Possible Action: Work with Water Purveyors and Communities on Water Awareness and Conservation Program, AND

Item # 18 - For Discussion Only: Update on 2021 Water Year (Combined)

Mr. James began with an update on the water year: He believes the peak was May 7. We might break the record of the driest year if there is no more precipitation. We are very close to an all-time record for dry/lack of precipitation. We are at 20% of average in the Carson River and it goes down to 13% further downstream. A statistic from Sacramento puts us at the 2nd driest year on record for past 100 years!

Most municipalities do not expect to have shortages this year, but we live in the desert. Water conservation is a precious commodity in our watershed. One watershed must work as one. He is meeting with county and water purveyors.

Director Giomi commented that it is so important that we get this message out to the community.

No action taken.

Item # 17 - For Possible Action: Update on the 2021 Legislation Session

Mr. James reported that the Storey County Bill has passed the Senate, going to Assembly now and then on to the Governor. It looks good!

No action was taken.

Item #22 – For Discussion Only: Staff Reports –

Mr. James reported the following:

- The General Manager Annual Review forms will be sent in the next few days to all Board members, please fill them out and return asap. Then they will be reviewed by Administrative Committee and reported back to the Board at the June meeting.
- The American Rivers MOU regarding Beavers Dams is in progress and will be presented at the June Board meeting.
- The Single Audit FEMA requirements have been met. CWSD has set up new internal policies for Federal grants and FEMA has resolved the issue.

- The June Board meeting will be the start of our field trips through the summer:

June – Genoa, CVCD Tour, Dinner, and meeting at Genoa Town Hall

July – Lyon County, DVCD Tour, Minor Ranch BBQ, and meeting at Utilities Office

August – Alpine County, Project Tour, BBQ, and meeting at Turtle Rock Park

September – Marlette Water System Tour

Field trips are very informative for the Board, and he hopes everyone will attend!

- He has resumed meeting with Water Purveyors in the watershed as Covid-19 restrictions have lifted.

Legal – Mr. King said it was good to see Fred Stodieck! He also mentioned to John Engels to feel free to call him anytime to discuss his concerns.

Correspondence – None

No action was taken.

Item #23 – For Discussion Only: Directors Reports –

- Director Schuette gave a huge thank you to Shane and Ed including her on the Float Trip. It was an incredible day and they even saw a Bald Eagle!

No action was taken.

Item #24– For Discussion Only: Update on activities in Alpine County –

- Committee Member Riddle reported that she took part in Markleeville Clean Up Day, which picked up at least 300 cigarette butts and a lot of trash. She is happy to help in any way she can.
- Committee Member Griffith stated regarding water concerns, it would probably be possible to increase river flows by 5-6% by removing excess biomass in forests. This is being done in other places and its working.

No action was taken.

Item #25– For Discussion Only: Update on activities in Storey County – None

No action was taken.

Item #26 – For Discussion Only: Public Comment –

- Shane Fryer mentioned that he had requests to conduct East Fork float trips in 2022. Please let him know if you would be interested and he will keep all informed of future float plans.

There being no further business to come before the Board, Director Gray adjourned the meeting at 8:44 pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #7

TREASURER'S REPORT

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

As of May 31, 2021

	May 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	111,351.50
1014-00 · Local Gov't Inv. Pool-Regular	804,707.76
1030-00 · Petty Cash	112.91
Total Checking/Savings	916,172.17
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	916,672.17
TOTAL ASSETS	916,672.17
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	31,478.76
3362-00 · Accrued sick leave	60,630.90
Total Other Current Liabilities	92,109.66
Total Current Liabilities	92,109.66
Total Liabilities	92,109.66
Equity	
4000-00 · Fund Balance	569,853.62
Net Income	254,708.89
Total Equity	824,562.51
TOTAL LIABILITIES & EQUITY	916,672.17

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/01/21

Profit & Loss YTD Comparison

Cash Basis

May 2021

	May 21	Jul '20 - May 21
Ordinary Income/Expense		
Income		
5008-00 · Alpine Co. Joint Powers contrib		10,897.74
5009-00 · Churchill County Ad Valorem		197,857.54
5010-00 · Lyon County Ad Valorem		180,110.30
5011-00 · Douglas County Ad Valorem	10,847.03	618,120.22
5012-00 · Carson City Ad Valorem	26,265.16	436,939.43
5022-00 · Water Lease - Mud Lake		
5023-00 · Water Lease-Lost Lakes		804.00
5031-00 · Interest Income-LGIP Reg.	125.20	2,962.89
5050-00 · Watershed Coordinator Grant		
5050-13 · NDEP-WS Coord IV 2019-2022		38,757.52
Total 5050-00 · Watershed Coordinator Grant		38,757.52
5058-00 · 208 Water Quality Plan		
5058-04 · NDEP-LID Implementation 2018-20		10,013.22
Total 5058-00 · 208 Water Quality Plan		10,013.22
5060-00 · Misc. Income		13.04
5082-00 · Alpine Co.-CASGEM Grant		
5083-00 · Al.Co.-Mesa GW Monitoring Grant		637.35
5096-00 · NFWF-Weed Mgmt.		
5100-00 · NDEP -Drone Grant		17,903.47
6003-00 · FEMA-MAS #9		57,657.02
6004-00 · BOR WaterSMART Grant		31,180.30
6005-00 · FEMA - MAS # 10	24,273.80	251,668.09
6006-00 · FEMA-MAS #11	24,254.27	39,715.07
Total Income	85,765.46	1,895,237.20
Expense		
7015-00 · Salaries & Wages	31,263.89	366,558.84
7020-00 · Employee Benefits	13,178.67	141,450.62
7021-00 · Workers Comp Ins.		288.29
7101-00 · Director's Fees		
7101-01 · Director Benefits	24.36	131.08
7101-02 · Director's Fees-Alpine Co.	480.00	1,600.00
7101-00 · Director's Fees - Other	1,680.00	9,040.00
Total 7101-00 · Director's Fees	2,184.36	10,771.08
7102-00 · Insurance		4,934.79
7103-00 · Office Supplies	-71.24	688.82
7104-00 · Postage	63.60	1,050.25
7105-00 · Rent	3,146.00	34,606.00
7106-00 · Telephone/Internet	642.43	5,675.50
7107-00 · Travel-transport/meals/lodging		
7107-02 Staff Indirect Mileage		144.51
7107-01 · Car Allowance	500.00	2,783.21
7107-00 · Travel-transport/meals/lodging - Other		468.66
Total 7107-00 · Travel-transport/meals/lodging	500.00	3,396.38
7108-00 · Dues & Publications	118.00	1,515.00
7110-00 · Seminars & Education		464.99
7111-00 · Office Equipment		1,264.91
7112-00 · Bank Charges		31.86
7114-00 · Outside Professional Services	247.50	7,355.83
7115-00 · Accounting		14,818.00
7116-00 · Legal	2,000.00	20,000.00
7117-00 · Lost Lakes Expenses		9,132.65
7118-00 · Mud Lake O & M		1,034.51
7120-00 · Integrated Watershed Programs		
7120-33 · Watershed Coord IV 2019-22		
7120-34 · WS Coord Grant MATCH 2019-21		
7120-36 · WS COORD MATCH - Operations		660.00
7120-37 · WS COORD MATCH - NEON		10,000.00
Total 7120-34 · WS Coord Grant MATCH 2019-21		10,660.00
7120-38 · WS COORD-REIMBURSABLE		
7120-39 · WS COORD REIMB - Travel		94.30
Total 7120-38 · WS COORD-REIMBURSABLE		94.30

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/01/21

Profit & Loss YTD Comparison

Cash Basis

May 2021

	May 21	Jul '20 - May 21
7120-33 · Watershed Coord IV 2019-22 - Other	206.89	1,183.53
Total 7120-33 · Watershed Coord IV 2019-22	206.89	11,937.83
Total 7120-00 · Integrated Watershed Programs	206.89	11,937.83
7126-00 · NDEP Drone Sub-Grant 2020		372.34
7215-00 · Sierra NV Journeys-Family Night		
7332-00 · Carson River Work Days		
7332-05 · CR Work Days 2019-20		
7332-06 · CR Work Days 2020-21	5,548.21	12,644.80
Total 7332-00 · Carson River Work Days	5,548.21	12,644.80
7337-00 · Carson River Restoration		
7337-01 · Carson Valley Conserv District		
7337-20 · CVCD Genoa Bank EXTENDED		80,522.67
7337-25 · CVCD - Bioengineering 2020-21		34,156.52
7337-26 · CVCD - Westwood Channel 2020-21	16,104.82	53,387.67
Total 7337-01 · Carson Valley Conserv District	16,104.82	168,066.86
7337-03 · Dayton Valley Conserv		
7337-33 · DVCD--Restoration 2017-20 EXT		
7337-34 · DVCD Bank Stab/Dayton Br (EXT)		
Total 7337-03 · Dayton Valley Conserv		
Total 7337-00 · Carson River Restoration	16,104.82	168,066.86
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-04 · Noxious Weed Control-Lyon Co.		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-00 · 208 Water Quality Mgmt. Plan		
7406-03 · LID Implementation 2018-12/2020		7,689.88
Total 7406-00 · 208 Water Quality Mgmt. Plan		7,689.88
7437-00 · FEMA MAS #9		
7437-05 · HEC-RAS Modeling(HDR)		3,524.80
7437-01 · South Dayton Valley ADMP(JEF)		9,061.86
7437-02 · North CC ADMP (MB)		4,589.07
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)		12,299.71
7437-04 · Flood Awareness		
7437-41 · River Wranglers-FAW		
7437-04 · Flood Awareness - Other		4,000.00
Total 7437-04 · Flood Awareness		4,000.00
7437-00 · FEMA MAS #9 - Other		119.49
Total 7437-00 · FEMA MAS #9		33,594.93
7438-00 · BOR WaterSMART Market Program		
7438-01 · Water Mktg Study-LUMOS 2019-21		
7438-02 · BOR WaterSmart-LUMOS MATCH	8,329.00	24,588.70
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other		30,761.80
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	8,329.00	55,350.50
Total 7438-00 · BOR WaterSMART Market Program	8,329.00	55,350.50
7439-00 · FEMA MAS #10		
7439-01 · Carson Valley Flood Model (HDR)		5,716.94
7439-02 · West CC Study (Kimley-Horn)	2,174.00	71,718.57
7439-03 · RuhenStroth ADMP (Fuller)		26,979.65
7439-04 · Ch Cty Flood Maps (Precision)		1,107.50
7439-05 · Ch Cty Flood Maps (HDR)	20,390.90	127,970.91
7439-00 · FEMA MAS #10 - Other	12.31	1,072.79
Total 7439-00 · FEMA MAS #10	22,577.21	234,566.36
7440-00 · FEMA - MAS #11		
7440-21 · Ruhenstroth ADMP -JE Fuller	10,684.50	10,684.50
7440-51 · Clear Creek LOMR -Cardno	11,333.75	11,333.75

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

May 2021

	May 21	Jul '20 - May 21
7440-00 · FEMA - MAS #11 - Other	4.52	113.83
Total 7440-00 · FEMA - MAS #11	22,022.77	22,132.08
7500-00 · USGS Stream Gage Contract		
7500-03 · USGS Stream Flow Gauges 2019-21		58,804.34
Total 7500-00 · USGS Stream Gage Contract		58,804.34
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-03 · DoCo WQ/GW Mon. 2019-21		12,667.84
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		12,667.84
7524-00 · USGS-GW Lvl & WQ in Ch.Co.		
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22		2,850.00
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		2,850.00
7526-00 · USGS-Eagle/Dayt/Ch.Vly. 2016-20		
7526-01 · USGS Middle Carson GW 2020-21		7,625.00
7600-00 · Alpine County Projects		
7600-10 · Al.Co.-Mesa GW Monitoring		40.32
7600-12 · AWG Programs 2020-21	12,500.00	25,000.00
Total 7600-00 · Alpine County Projects	12,500.00	25,040.32
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00
Total 7610-00 · Douglas County Projects		125,000.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
7620-16 · CC Reuse Master Plan 2019-20		
Total 7620-00 · Carson City Projects		62,500.00
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21		12,110.00
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22		17,536.91
Total 7640-00 · Churchill County Projects		29,646.91
Total Expense	140,562.11	1,495,528.31
Net Ordinary Income	-54,796.65	399,708.89
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.		
8009-02 · Flood Project Along SR88-Minden		
Total 8009-00 · Trans. In-Floodplain Mgmt. Fd.		
Total Other Income		
Other Expense		
8002-00 · Transfer Out-Acq/Const Fund		145,000.00
Total Other Expense		145,000.00
Net Other Income		-145,000.00
Net Income	-54,796.65	254,708.89

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/01/21

Profit & Loss Budget vs. Actual

Cash Basis

July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008-00 · Alpine Co. Joint Powers contrib	10,897.74	10,897.74		100.0%
5009-00 · Churchill County Ad Valorem	197,857.54	218,984.88	-21,127.34	90.4%
5010-00 · Lyon County Ad Valorem	180,110.30	187,253.01	-7,142.71	96.2%
5011-00 · Douglas County Ad Valorem	618,120.22	617,790.62	329.60	100.1%
5012-00 · Carson City Ad Valorem	436,939.43	458,361.52	-21,422.09	95.3%
5022-00 · Water Lease - Mud Lake		51,765.00	-51,765.00	
5023-00 · Water Lease-Lost Lakes	804.00		804.00	100.0%
5031-00 · Interest Income-LGIP Reg.	2,962.89	4,821.36	-1,858.47	61.5%
5050-00 · Watershed Coordinator Grant				
5050-13 · NDEP-WS Coord IV 2019-2022	38,757.52	164,800.00	-126,042.48	23.5%
Total 5050-00 · Watershed Coordinator Grant	38,757.52	164,800.00	-126,042.48	23.5%
5058-00 · 208 Water Quality Plan				
5058-04 · NDEP-LID Implementation 2018-20	10,013.22	3,900.00	6,113.22	256.7%
Total 5058-00 · 208 Water Quality Plan	10,013.22	3,900.00	6,113.22	256.7%
5060-00 · Misc. Income	13.04	6,000.00	-5,986.96	0.2%
5082-00 · Alpine Co.-CASGEM Grant		400.00	-400.00	
5083-00 · Al.Co.-Mesa GW Monitoring Grant	637.35		637.35	100.0%
5100-00 · NDEP -Drone Grant	17,903.47	18,165.00	-261.53	98.6%
6003-00 · FEMA-MAS #9	57,657.02	81,420.00	-23,762.98	70.8%
6004-00 · BOR WaterSMART Grant	31,180.30	53,078.00	-21,897.70	58.7%
6005-00 · FEMA - MAS # 10	251,668.09	319,590.00	-67,921.91	78.7%
6006-00 · FEMA-MAS #11	39,715.07		39,715.07	100.0%
Total Income	1,895,237.20	2,197,227.13	-301,989.93	86.3%
Expense				
7015-00 · Salaries & Wages	366,558.84	413,300.00	-46,741.16	88.7%
7020-00 · Employee Benefits	141,450.62	172,217.00	-30,766.38	82.1%
7021-00 · Workers Comp Ins.	288.29	2,300.00	-2,011.71	12.5%
7101-00 · Director's Fees				
7101-01 · Director Benefits	131.08	100.00	31.08	131.1%
7101-02 · Director's Fees-Alpine Co.	1,600.00	2,800.00	-1,200.00	57.1%
7101-00 · Director's Fees - Other	9,040.00	13,100.00	-4,060.00	69.0%
Total 7101-00 · Director's Fees	10,771.08	16,000.00	-5,228.92	67.3%
7102-00 · Insurance	4,934.79	5,100.00	-165.21	96.8%
7103-00 · Office Supplies	688.82	2,100.00	-1,411.18	32.8%
7104-00 · Postage	1,050.25	1,050.00	0.25	100.0%
7105-00 · Rent	34,606.00	37,752.00	-3,146.00	91.7%
7106-00 · Telephone/Internet	5,675.50	5,000.00	675.50	113.5%
7107-00 · Travel-transport/meals/lodging				
7107-02 Staff Indirect Mileage	144.51		144.51	100.0%
7107-01 · Car Allowance	2,783.21		2,783.21	100.0%
7107-00 · Travel-transport/meals/lodging - Other	468.66	16,000.00	-15,531.34	2.9%
Total 7107-00 · Travel-transport/meals/lodging	3,396.38	16,000.00	-12,603.62	21.2%
7108-00 · Dues & Publications	1,515.00	1,100.00	415.00	137.7%
7109-00 · Miscellaneous Expense		1,000.00	-1,000.00	
7110-00 · Seminars & Education	464.99	1,500.00	-1,035.01	31.0%
7111-00 · Office Equipment	1,264.91	3,000.00	-1,735.09	42.2%
7112-00 · Bank Charges	31.86	50.00	-18.14	63.7%
7114-00 · Outside Professional Services	7,355.83	30,000.00	-22,644.17	24.5%
7115-00 · Accounting	14,818.00	16,800.00	-1,982.00	88.2%
7116-00 · Legal	20,000.00	32,000.00	-12,000.00	62.5%
7117-00 · Lost Lakes Expenses	9,132.65	13,500.00	-4,367.35	67.6%
7118-00 · Mud Lake O & M	1,034.51	1,200.00	-165.49	86.2%
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		6,000.00	-6,000.00	

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/01/21

Profit & Loss Budget vs. Actual

Cash Basis

July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
7120-33 · Watershed Coord IV 2019-22				
7120-34 · WS Coord Grant MATCH 2019-21				
7120-36 · WS COORD MATCH - Operations	660.00		660.00	100.0%
7120-37 · WS COORD MATCH - NEON	10,000.00		10,000.00	100.0%
7120-34 · WS Coord Grant MATCH 2019-21 - Other		9,900.00	-9,900.00	
Total 7120-34 · WS Coord Grant MATCH 2019-21	10,660.00	9,900.00	760.00	107.7%
7120-38 · WS COORD-REIMBURSABLE				
7120-39 · WS COORD REIMB - Travel	94.30		94.30	100.0%
Total 7120-38 · WS COORD-REIMBURSABLE	94.30		94.30	100.0%
7120-33 · Watershed Coord IV 2019-22 - Other	1,183.53	49,200.00	-48,016.47	2.4%
Total 7120-33 · Watershed Coord IV 2019-22	11,937.83	59,100.00	-47,162.17	20.2%
Total 7120-00 · Integrated Watershed Programs	11,937.83	65,100.00	-53,162.17	18.3%
7126-00 · NDEP Drone Sub-Grant 2020	372.34	305.00	67.34	122.1%
7215-00 · Sierra NV Journeys-Family Night				
7215-01 · SNJ 2020-21		3,279.00	-3,279.00	
Total 7215-00 · Sierra NV Journeys-Family Night		3,279.00	-3,279.00	
7332-00 · Carson River Work Days				
7332-06 · CR Work Days 2020-21	12,644.80	26,000.00	-13,355.20	48.6%
Total 7332-00 · Carson River Work Days	12,644.80	26,000.00	-13,355.20	48.6%
7337-00 · Carson River Restoration				
7337-01 · Carson Valley Conserv District				
7337-20 · CVCD Genoa Bank EXTENDED	80,522.67	70,000.00	10,522.67	115.0%
7337-25 · CVCD - Bioengineering 2020-21	34,156.52	65,000.00	-30,843.48	52.5%
7337-26 · CVCD - Westwood Channel 2020-21	53,387.67	100,000.00	-46,612.33	53.4%
Total 7337-01 · Carson Valley Conserv District	168,066.86	235,000.00	-66,933.14	71.5%
7337-03 · Dayton Valley Conserv				
7337-34 · DVCD Bank Stab/Dayton Br (EXT)		40,000.00	-40,000.00	
7337-36 · DVCD - Fort Churchill 2020-21		75,000.00	-75,000.00	
Total 7337-03 · Dayton Valley Conserv		115,000.00	-115,000.00	
7337-04 · Lahontan Conserv.Dist				
7337-43 · LCD- Clearing & Snagging 20-21		20,000.00	-20,000.00	
Total 7337-04 · Lahontan Conserv.Dist		20,000.00	-20,000.00	
Total 7337-00 · Carson River Restoration	168,066.86	370,000.00	-201,933.14	45.4%
7404-00 · Noxious Weeds Control-CR Wtrshd		75,000.00	-75,000.00	
7406-00 · 208 Water Quality Mgmt. Plan				
7406-03 · LID Implementation 2018-12/2020	7,689.88		7,689.88	100.0%
7406-00 · 208 Water Quality Mgmt. Plan - Other		1,210.00	-1,210.00	
Total 7406-00 · 208 Water Quality Mgmt. Plan	7,689.88	1,210.00	6,479.88	635.5%
7437-00 · FEMA MAS #9				
7437-05 HEC-RAS Modeling(HDR)	3,524.80		3,524.80	100.0%
7437-01 · South Dayton Valley ADMP(JEF)	9,061.86		9,061.86	100.0%
7437-02 · North CC ADMP (MB)	4,589.07		4,589.07	100.0%
7437-03 · Pinenut Cr. Restudy-Remap.(HDR)	12,299.71		12,299.71	100.0%
7437-04 · Flood Awareness	4,000.00		4,000.00	100.0%
7437-00 · FEMA MAS #9 - Other	119.49	66,824.00	-66,704.51	0.2%
Total 7437-00 · FEMA MAS #9	33,594.93	66,824.00	-33,229.07	50.3%
7438-00 · BOR WaterSMART Market Program				
7438-01 · Water Mktg Study-LUMOS 2019-21				

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/01/21

Profit & Loss Budget vs. Actual

Cash Basis

July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
7438-02 · BOR WaterSmart-LUMOS MATCH	24,588.70		24,588.70	100.0%
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other	30,761.80	53,078.00	-22,316.20	58.0%
Total 7438-01 · Water Mktg Study-LUMOS 2019-21	55,350.50	53,078.00	2,272.50	104.3%
Total 7438-00 · BOR WaterSMART Market Program	55,350.50	53,078.00	2,272.50	104.3%
7439-00 · FEMA MAS #10				
7439-01 · Carson Valley Flood Model (HDR)	5,716.94		5,716.94	100.0%
7439-02 · West CC Study (Kimley-Horn)	71,718.57		71,718.57	100.0%
7439-03 · RuhenStroth ADMP (Fuller)	26,979.65		26,979.65	100.0%
7439-04 · Ch Cty Flood Maps (Precision)	1,107.50		1,107.50	100.0%
7439-05 · Ch Cty Flood Maps (HDR)	127,970.91		127,970.91	100.0%
7439-00 · FEMA MAS #10 - Other	1,072.79	297,642.00	-296,569.21	0.4%
Total 7439-00 · FEMA MAS #10	234,566.36	297,642.00	-63,075.64	78.8%
7440-00 · FEMA - MAS #11				
7440-21 · Ruhenstroth ADMP -JE Fuller	10,684.50		10,684.50	100.0%
7440-51 · Clear Creek LOMR -Cardno	11,333.75		11,333.75	100.0%
7440-00 · FEMA - MAS #11 - Other	113.83		113.83	100.0%
Total 7440-00 · FEMA - MAS #11	22,132.08		22,132.08	100.0%
7500-00 · USGS Stream Gage Contract				
7500-03 · USGS Stream Flow Gauges 2019-21	58,804.34		58,804.34	100.0%
7500-00 · USGS Stream Gage Contract - Other		78,405.00	-78,405.00	
Total 7500-00 · USGS Stream Gage Contract	58,804.34	78,405.00	-19,600.66	75.0%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-03 · DoCo WQ/GW Mon. 2019-21	12,667.84	16,890.00	-4,222.16	75.0%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	12,667.84	16,890.00	-4,222.16	75.0%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22	2,850.00	5,680.00	-2,830.00	50.2%
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	2,850.00	5,680.00	-2,830.00	50.2%
7526-01 · USGS Middle Carson GW 2020-21	7,625.00	15,250.00	-7,625.00	50.0%
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM		5.00	-5.00	
7600-10 · Al.Co.-Mesa GW Monitoring	40.32		40.32	100.0%
7600-12 · AWG Programs 2020-21	25,000.00	25,000.00		100.0%
Total 7600-00 · Alpine County Projects	25,040.32	25,005.00	35.32	100.1%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	125,000.00	125,000.00		100.0%
Total 7610-00 · Douglas County Projects	125,000.00	125,000.00		100.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7620-00 · Carson City Projects	62,500.00	125,000.00	-62,500.00	50.0%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21	12,110.00	20,000.00	-7,890.00	60.6%
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22	17,536.91	21,000.00	-3,463.09	83.5%
7640-19 · TCID-Diversion Dam Gates 20-21		15,000.00	-15,000.00	
Total 7640-00 · Churchill County Projects	29,646.91	56,000.00	-26,353.09	52.9%
Total Expense	1,495,528.31	2,176,637.00	-681,108.69	68.7%
Net Ordinary Income	399,708.89	20,590.13	379,118.76	1,941.3%
Other Income/Expense				
Other Income				

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/01/21

Profit & Loss Budget vs. Actual

Cash Basis

July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
8005-00 · Beginning Equity		642,848.30	-642,848.30	
Total Other Income		642,848.30	-642,848.30	
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund	145,000.00	145,000.00		100.0%
8008-00 · Preliminary Planning		385,000.00	-385,000.00	
Total Other Expense	145,000.00	530,000.00	-385,000.00	27.4%
Net Other Income	-145,000.00	112,848.30	-257,848.30	-128.5%
Net Income	254,708.89	133,438.43	121,270.46	190.9%

Floodplain Management Fund
Balance Sheet
As of May 31, 2021

	May 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	366,816.62
Total Checking/Savings	366,816.62
Total Current Assets	366,816.62
TOTAL ASSETS	366,816.62
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	405,127.18
Net Income	-38,310.56
Total Equity	366,816.62
TOTAL LIABILITIES & EQUITY	366,816.62

2:55 PM

06/01/21

Cash Basis

Floodplain Management Fund

Profit & Loss Budget vs. Actual

July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5021-03 · Lost Lake Lease	0.00	0.00	0.00	0.0%
5022-03 · Mud Lake Lease	0.00	0.00	0.00	0.0%
5032-03 · Int. Inc.-LGIP-Floodplain	1,689.44	3,025.06	-1,335.62	55.8%
Total Income	1,689.44	3,025.06	-1,335.62	55.8%
Expense				
8009-01 · Reg. Flood Preliminary Planning	0.00	300,000.00	-300,000.00	0.0%
8009-02 · Flood Project Along SR88-Minden	40,000.00	40,000.00	0.00	100.0%
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%
8009-06 · TCID Flood Project	0.00	35,000.00	-35,000.00	0.0%
Total Expense	40,000.00	375,000.00	-335,000.00	10.7%
Net Ordinary Income	-38,310.56	-371,974.94	333,664.38	10.3%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	403,341.00	-403,341.00	0.0%
8001-03 · Trans. In- General Fund	0.00	0.00	0.00	0.0%
Total Other Income	0.00	403,341.00	-403,341.00	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	403,341.00	-403,341.00	0.0%
Net Income	-38,310.56	31,366.06	-69,676.62	-122.1%

2:55 PM

06/01/21

Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
May 2021

	May 21	Jul '20 - May 21
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	59.95	1,689.44
Total Income	59.95	1,689.44
Expense		
8009-02 · Flood Project Along SR88-Minden	0.00	40,000.00
Total Expense	0.00	40,000.00
Net Ordinary Income	59.95	-38,310.56
Net Income	59.95	-38,310.56

Balance Sheet

As of May 31, 2021

	May 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	929,969.63
Total Checking/Savings	929,969.63
Total Current Assets	929,969.63
TOTAL ASSETS	929,969.63
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	781,483.15
Net Income	148,486.48
Total Equity	929,969.63
TOTAL LIABILITIES & EQUITY	929,969.63

Profit & Loss Budget vs. Actual

July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	3,486.48	5,723.24	-2,236.76	60.9%
Total Income	3,486.48	5,723.24	-2,236.76	60.9%
Expense				
8015-03 · Upstream Storage Evaluation		33,648.00	-33,648.00	
8015-04 · Construction Projects		715,000.00	-715,000.00	
8015-05 · Right-A-Way Lyon Cty Utility SS		125,000.00	-125,000.00	
Total Expense		873,648.00	-873,648.00	
Net Ordinary Income	3,486.48	-867,924.76	871,411.24	-0.4%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		763,099.00	-763,099.00	
8001-01 · Transfer In-General Fund	145,000.00	145,000.00		100.0%
Total Other Income	145,000.00	908,099.00	-763,099.00	16.0%
Net Other Income	145,000.00	908,099.00	-763,099.00	16.0%
Net Income	148,486.48	40,174.24	108,312.24	369.6%

2:54 PM

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

06/01/21

Profit & Loss YTD Comparison

Cash Basis

May 2021

	May 21	Jul '20 - May 21
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	151.99	3,486.48
Total Income	151.99	3,486.48
Net Ordinary Income	151.99	3,486.48
Other Income/Expense		
Other Income		
8001-01 · Transfer In-General Fund		145,000.00
Total Other Income		145,000.00
Net Other Income		145,000.00
Net Income	151.99	148,486.48

AGENDA ITEM #8

PAYMENT OF BILLS

3:14 PM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

05/28/21

Transaction Detail by Account

Cash Basis

May 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 · Cash in Checking - U. S. Bank						
Check	05/02/2021	10236	Euronev, Ltd.	May 2021 Rent	-3,146.00	-3,146.00
Deposit	05/07/2021			Deposit	26,265.16	23,119.16
Check	05/09/2021	10237	Carson Valley Conservation District	Contract #20-6	-16,104.82	7,014.34
Check	05/09/2021	10238	River Wranglers	CRWD INV#3	-5,548.21	1,466.13
Check	05/09/2021	10239	King & Russo, Ltd.	Professional Services APR 2021	-2,000.00	-533.87
Check	05/09/2021	10240	Alpine Watershed Group	Inv#2020-21-2	-12,500.00	-13,033.87
Check	05/09/2021	10241	Konica Minolta Business Solutions U...	Acct#3091	-137.75	-13,171.62
Check	05/09/2021	10242	David Griffith	AICo APR Director Fees	-80.00	-13,251.62
Check	05/09/2021	10243	January Riddle	AICo APR Director Fees	-160.00	-13,411.62
Check	05/09/2021	10244	Cardno, Inc.		-11,333.75	-24,745.37
Check	05/09/2021	10245	Kimley-Horn & Associates, Inc.	Inv.#18724693 Project #291417000.1	-2,174.00	-26,919.37
Check	05/09/2021	10246	JE Fuller Hydrology & Geomorpholog...	Inv.#P3247.01-11	-10,684.50	-37,603.87
Deposit	05/14/2021			Deposit	10,923.58	-26,680.29
Check	05/16/2021	10247	Carson City	CWSD Payroll #10	-23,313.29	-49,993.58
Check	05/16/2021	10248	HDR Engineering, Inc.	Inv. #1200347060	-20,390.90	-70,384.48
Check	05/16/2021	10249	Lumos & Assoc., Inc.	Inv#108338 Proj#9834	-8,329.00	-78,713.48
Check	05/16/2021	10250	Nevada Appeal	Acct# 1060827; 2021-22 Budget Public Hearing Noti...	-118.00	-78,831.48
Check	05/23/2021	10251	David Griffith	AICo May Director Fees	-160.00	-78,991.48
Check	05/23/2021	10252	January Riddle	AICo MAY Director Fees	-80.00	-79,071.48
Check	05/23/2021	10253	Charter Communications	Acct#8354110010917880	-319.94	-79,391.42
Check	05/23/2021	10254	Office Depot Business Credit	Acct #6011 5685 11775 7761	-91.28	-79,482.70
Check	05/28/2021	10255	Bank of America	MAY 2021; Acct. #4024 4910 0003 3949	-633.59	-80,116.29
Check	05/28/2021	10256	Carson City	CWSD Payroll #11	-23,333.63	-103,449.92
Total 1013-00 · Cash in Checking - U. S. Bank					-103,449.92	-103,449.92
3307-00 · CC Payroll Due						
Check	05/16/2021	10247	Carson City	Payroll #10 (4/23/2021-5/6/2021)	23,313.29	23,313.29
General Jo...	05/16/2021			Payroll #10 (4/23/2021-5/6/2021)	-23,313.29	
General Jo...	05/28/2021			Payroll #11 (5/7/2021-5/20/2021)	-23,333.63	-23,333.63
Check	05/28/2021	10256	Carson City	Payroll #11 (5/7/2021-5/20/2021)	23,333.63	
Total 3307-00 · CC Payroll Due						
5011-00 · Douglas County Ad Valorem						
Deposit	05/14/2021	716720	Douglas County Treasurer	APR Ad Valorem Taxes	-10,847.03	-10,847.03
Total 5011-00 · Douglas County Ad Valorem					-10,847.03	-10,847.03
5012-00 · Carson City Ad Valorem						
Deposit	05/07/2021	90308...	Carson City	March Ad Valorem Taxes	-26,265.16	-26,265.16
Total 5012-00 · Carson City Ad Valorem					-26,265.16	-26,265.16
7015-00 · Salaries & Wages						
General Jo...	05/16/2021			Salary Payroll #10 Fryer	2,310.10	2,310.10
General Jo...	05/16/2021			Salary Payroll #10 Hunt	3,132.02	5,442.12
General Jo...	05/16/2021			Salary Payroll #10 James	5,643.70	11,085.82
General Jo...	05/16/2021			Salary Payroll #10 Neddenriep	2,120.33	13,206.15
General Jo...	05/16/2021			Salary Payroll #10 Schambra	2,432.70	15,638.85
General Jo...	05/28/2021			Salary Payroll #11 Fryer	2,159.31	17,798.16
General Jo...	05/28/2021			Salary Payroll #11 Hunt	3,244.24	21,042.40
General Jo...	05/28/2021			Salary Payroll #11 James	5,643.70	26,686.10
General Jo...	05/28/2021			Salary Payroll #11 Neddenriep	2,145.08	28,831.18
General Jo...	05/28/2021			Salary Payroll #11 Schambra	2,432.71	31,263.89
Total 7015-00 · Salaries & Wages					31,263.89	31,263.89
7020-00 · Employee Benefits						
General Jo...	05/16/2021			Benies Payroll #10 Fryer	709.20	709.20
General Jo...	05/16/2021			Benies Payroll #10 Hunt	1,504.99	2,214.19
General Jo...	05/16/2021			Benies Payroll #10 James	2,298.89	4,513.08
General Jo...	05/16/2021			Benies Payroll #10 Neddenriep	1,053.72	5,566.80
General Jo...	05/16/2021			Benies Payroll #10 Schambra	1,046.04	6,612.84
General Jo...	05/28/2021			Benies Payroll #11 Fryer	620.14	7,232.98
General Jo...	05/28/2021			Benies Payroll #11 Hunt	1,539.44	8,772.42
General Jo...	05/28/2021			Benies Payroll #11 James	2,298.89	11,071.31
General Jo...	05/28/2021			Benies Payroll #11 Neddenriep	1,061.32	12,132.63
General Jo...	05/28/2021			Benies Payroll #11 Schambra	1,046.04	13,178.67
Total 7020-00 · Employee Benefits					13,178.67	13,178.67
7101-00 · Director's Fees						
7101-01 · Director Benefits						
General Jo...	05/16/2021			Director Benies Payroll #10 Gardner		
General Jo...	05/16/2021			Director Benies Payroll #10 Giomi		
General Jo...	05/16/2021			Director Benies Payroll #10 Gray	1.16	1.16
General Jo...	05/16/2021			Director Benies Payroll #10 Jacobs	2.32	3.48
General Jo...	05/16/2021			Director Benies Payroll #10 Nelson	1.16	4.64
General Jo...	05/16/2021			Director Benies Payroll #10 Olsen		4.64

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Page 1

3:14 PM

05/28/21

Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

May 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	05/16/2021			Director Benies Payroll #10 Schank	1.16	5.80
General Jo...	05/16/2021			Director Benies Payroll #10 Schuette	2.32	8.12
General Jo...	05/16/2021			Director Benies Payroll #10 Stodieck	1.16	9.28
General Jo...	05/16/2021			Director Benies Payroll #10 Workman	2.32	11.60
General Jo...	05/28/2021			Director Benies Payroll #11 Gardner		11.60
General Jo...	05/28/2021			Director Benies Payroll #11 Giomi	1.16	12.76
General Jo...	05/28/2021			Director Benies Payroll #11 Gray		12.76
General Jo...	05/28/2021			Director Benies Payroll #11 Jacobs	2.32	15.08
General Jo...	05/28/2021			Director Benies Payroll #11 Nelson	1.16	16.24
General Jo...	05/28/2021			Director Benies Payroll #11 Olsen	1.16	17.40
General Jo...	05/28/2021			Director Benies Payroll #11 Schank	1.16	18.56
General Jo...	05/28/2021			Director Benies Payroll #11 Schuette	2.32	20.88
General Jo...	05/28/2021			Director Benies Payroll #11 Stodieck	1.16	22.04
General Jo...	05/28/2021			Director Benies Payroll #11 Workman	2.32	24.36
Total 7101-01 · Director Benefits					24.36	24.36
7101-02 · Director's Fees-Alpine Co.						
Check	05/09/2021	10242	David Griffith	APR Alpine Cty Director Fee	80.00	80.00
Check	05/09/2021	10243	January Riddle	3/30/21 RWS&F Comm - AlCo Director Fee	80.00	160.00
Check	05/09/2021	10243	January Riddle	APR AlCo Director Fee	80.00	240.00
Check	05/23/2021	10251	David Griffith	MAY Alpine Cty Director Fee	160.00	400.00
Check	05/23/2021	10252	January Riddle	MAY AlCo Director Fee	80.00	480.00
Total 7101-02 · Director's Fees-Alpine Co.					480.00	480.00
7101-00 · Director's Fees - Other						
General Jo...	05/16/2021			Director Fee Payroll #10 Gardner		
General Jo...	05/16/2021			Director Fee Payroll #10 Giomi		
General Jo...	05/16/2021			Director Fee Payroll #10 Gray	80.00	80.00
General Jo...	05/16/2021			Director Fee Payroll #10 Jacobs	160.00	240.00
General Jo...	05/16/2021			Director Fee Payroll #10 Nelson		240.00
General Jo...	05/16/2021			Director Fee Payroll #10 Olsen	80.00	320.00
General Jo...	05/16/2021			Director Fee Payroll #10 Schank	80.00	400.00
General Jo...	05/16/2021			Director Fee Payroll #10 Schuette	160.00	560.00
General Jo...	05/16/2021			Director Fee Payroll #10 Stodieck	80.00	640.00
General Jo...	05/16/2021			Director Fee Payroll #10 Workman	160.00	800.00
General Jo...	05/28/2021			Director Fee Payroll #11 Gardner		800.00
General Jo...	05/28/2021			Director Fee Payroll #11 Giomi	80.00	880.00
General Jo...	05/28/2021			Director Fee Payroll #11 Gray		880.00
General Jo...	05/28/2021			Director Fee Payroll #11 Jacobs	160.00	1,040.00
General Jo...	05/28/2021			Director Fee Payroll #11 Nelson	80.00	1,120.00
General Jo...	05/28/2021			Director Fee Payroll #11 Olsen	80.00	1,200.00
General Jo...	05/28/2021			Director Fee Payroll #11 Schank	80.00	1,280.00
General Jo...	05/28/2021			Director Fee Payroll #11 Schuette	160.00	1,440.00
General Jo...	05/28/2021			Director Fee Payroll #11 Stodieck	80.00	1,520.00
General Jo...	05/28/2021			Director Fee Payroll #11 Workman	160.00	1,680.00
Total 7101-00 · Director's Fees - Other					1,680.00	1,680.00
Total 7101-00 · Director's Fees					2,184.36	2,184.36
7103-00 · Office Supplies						
Check	05/09/2021	10241	Konica Minolta Business Solutions U...	APR Copies	137.75	137.75
Deposit	05/14/2021	1371	River Wranglers	April copies	-76.55	61.20
Check	05/23/2021	10254	Office Depot Business Credit	2 boxes Grant classi-folders	91.28	152.48
General Jo...	05/28/2021			May Copies	-223.72	-71.24
Total 7103-00 · Office Supplies					-71.24	-71.24
7104-00 · Postage						
Check	05/28/2021	10255	Bank of America	MAY- Postage	63.60	63.60
Total 7104-00 · Postage					63.60	63.60
7105-00 · Rent						
Check	05/02/2021	10236	Euronev, Ltd.	May 2021 Rent	3,146.00	3,146.00
Total 7105-00 · Rent					3,146.00	3,146.00
7106-00 · Telephone/Internet						
Check	05/23/2021	10253	Charter Communications	MAY Phone/Internet Svcs.	319.94	319.94
Check	05/28/2021	10255	Bank of America	MAY ZOOM.US	14.99	334.93
Check	05/28/2021	10255	Bank of America	SSL Certificate - cwsd.org (2yrs)	120.00	454.93
Check	05/28/2021	10255	Bank of America	SSL Certificate - iamcarsonriver.org (2yrs)	120.00	574.93
Check	05/28/2021	10255	Bank of America	MAY -Microsoft Internet	62.50	637.43
Check	05/28/2021	10255	Bank of America	MAY - Microsoft 365	5.00	642.43
Total 7106-00 · Telephone/Internet					642.43	642.43
7107-00 · Travel-transport/meals/lodging						

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Page 2

3:14 PM

05/28/21

Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

May 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
7107-01 · Car Allowance						
General Jo...	05/16/2021			Car Allowance Payroll #10 James	250.00	250.00
General Jo...	05/28/2021			Car Allowance Payroll #11 James	250.00	500.00
Total 7107-01 · Car Allowance					500.00	500.00
Total 7107-00 · Travel-transport/meals/lodging					500.00	500.00
7108-00 · Dues & Publications						
Check	05/16/2021	10250	Nevada Appeal	2021-22 Budget Public Hearing Notice Ad#12994	118.00	118.00
Total 7108-00 · Dues & Publications					118.00	118.00
7114-00 · Outside Professional Services						
Check	05/28/2021	10255	Bank of America	RDM - Computer tech services	247.50	247.50
Total 7114-00 · Outside Professional Services					247.50	247.50
7116-00 · Legal						
Check	05/09/2021	10239	King & Russo, Ltd.	Professional Services APR 2021	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 2019-22						
General Jo...	05/28/2021			May Copies	206.89	206.89
Total 7120-33 · Watershed Coord IV 2019-22					206.89	206.89
Total 7120-00 · Integrated Watershed Programs					206.89	206.89
7332-00 · Carson River Work Days						
7332-06 · CR Work Days 2020-21						
Check	05/09/2021	10238	River Wranglers	CCRWD INV#3 (1/1/21-3/31/21)	5,548.21	5,548.21
Total 7332-06 · CR Work Days 2020-21					5,548.21	5,548.21
Total 7332-00 · Carson River Work Days					5,548.21	5,548.21
7337-00 · Carson River Restoration						
7337-01 · Carson Valley Conserv District						
7337-26 · CVCD - Westwood Channel 2020-21						
Check	05/09/2021	10237	Carson Valley Conservation District	INV#27 Contract #20-6	16,104.82	16,104.82
Total 7337-26 · CVCD - Westwood Channel 2020-21					16,104.82	16,104.82
Total 7337-01 · Carson Valley Conserv District					16,104.82	16,104.82
Total 7337-00 · Carson River Restoration					16,104.82	16,104.82
7438-00 · BOR WaterSMART Market Program						
7438-01 · Water Mktg Study-LUMOS 2019-21						
7438-02 · BOR WaterSmart-LUMOS MATCH						
Check	05/16/2021	10249	Lumos & Assoc., Inc.	Professional Services 3/20/21-4/16/21	8,329.00	8,329.00
Total 7438-02 · BOR WaterSmart-LUMOS MATCH					8,329.00	8,329.00
Total 7438-01 · Water Mktg Study-LUMOS 2019-21					8,329.00	8,329.00
Total 7438-00 · BOR WaterSMART Market Program					8,329.00	8,329.00
7439-00 · FEMA MAS #10						
7439-02 · West CC Study (Kimley-Horn)						
Check	05/09/2021	10245	Kimley-Horn & Associates, Inc.	FEMA 10-West CC ADP- Svcs thru Apr 30, 2021	2,174.00	2,174.00
Total 7439-02 · West CC Study (Kimley-Horn)					2,174.00	2,174.00
7439-05 · Ch Cty Flood Maps (HDR)						
Check	05/16/2021	10248	HDR Engineering, Inc.	Churchill Flood Mapping 3/28/2021-4/24/2021	20,390.90	20,390.90
Total 7439-05 · Ch Cty Flood Maps (HDR)					20,390.90	20,390.90
7439-00 · FEMA MAS #10 - Other						
General Jo...	05/28/2021			May Copies	12.31	12.31
Total 7439-00 · FEMA MAS #10 - Other					12.31	12.31
Total 7439-00 · FEMA MAS #10					22,577.21	22,577.21
7440-00 · FEMA - MAS #11						
7440-21 · Ruhenstroth ADMP -JE Fuller						
Check	05/09/2021	10246	JE Fuller Hydrology & Geomorpholog...	Ruhenstroth ADMP 2 -4/1/21-4/30/21	10,684.50	10,684.50
Total 7440-21 · Ruhenstroth ADMP -JE Fuller					10,684.50	10,684.50

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Page 3

3:14 PM

05/28/21

Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

May 2021

Type	Date	Num	Name	Memo	Paid Amount	Balance
7440-51 · Clear Creek LOMR -Cardno						
Check	05/09/2021	10244	Cardno, Inc.	Inv#311347 4/1/20-4/30/21	11,333.75	11,333.75
Total 7440-51 · Clear Creek LOMR -Cardno					11,333.75	11,333.75
7440-00 · FEMA - MAS #11 - Other						
General Jo...	05/28/2021			May Copies	4.52	4.52
Total 7440-00 · FEMA - MAS #11 - Other					4.52	4.52
Total 7440-00 · FEMA - MAS #11					22,022.77	22,022.77
7600-00 · Alpine County Projects						
7600-12 · AWG Programs 2020-21						
Check	05/09/2021	10240	Alpine Watershed Group	AWG 2020-4 Inv#2	12,500.00	12,500.00
Total 7600-12 · AWG Programs 2020-21					12,500.00	12,500.00
Total 7600-00 · Alpine County Projects					12,500.00	12,500.00
TOTAL						

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #9 – For Possible Action: COLA Policy

DISCUSSION: Attached is a draft COLA calculation procedure policy for CWSD employees. Staff met with the Administrative Committee on June 9, 2021, for input and direction on this proposed policy.

STAFF RECOMMENDATION: Approve COLA Policy as presented.

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #10 – For Possible Action: Approval of Contract #2021-1
Carson Valley Conservation District – Carson River Bioengineering Project in
an amount not to exceed \$75,000

DISCUSSION: Attached is Contract #2021-1 with Carson Valley Conservation District.
Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing Funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for Carson River Bioengineering Project

THIS CONTRACT dated this 16th day of June 2021, 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 Project, and

WHEREAS, CWSD has agreed to set aside \$75,000 for the fiscal year beginning July 1, 2021, and to grant DISTRICT said amount to assist with the Carson River Bioengineering 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 Carson River Bioengineering Project which is further identified and described in Exhibit "A."
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$75,000.
- 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.
- 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 by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

DISTRICT

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, 2021, 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 #2021-1

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 Settelmeyer, Chairman

Robert S. Giomi, Chairman

ATTEST:

ATTEST:

J.B. Lekumberry, Secretary

Catrina Schambra, Secretary to the Board



EXHIBIT A

Project Description

The Carson Valley Conservation District (District) will try to stabilize vertical cutbanks as needed throughout the Carson Valley. These cutbanks have migrated faster than usual because of the two flooding incidents that were experienced in 2017. The goal would be to use bio-engineering techniques to stabilize the soil, improve water quality and re-establish desirable vegetation. The District would like to continue our work on channel maintenance and woody debris removal throughout the Carson River. The district would like to partner with CWSD, CTWCD, NDWR and Douglas County to complete this river work by the summer of 2022. The project will help minimize erosion, improve water quality, re-establish desirable vegetation improve river function within the project reach. The project will help 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. The removal of large woody debris will allow for improved conveyance of river flows and reduce the negative impacts to infrastructure downstream.

DRAFT



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 #2021-1

- 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 #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #11 – For Possible Action: Approval of Contract #2021-3
Dayton Valley Conservation District – River Projects Inventory Project in an
amount not to exceed \$100,000

DISCUSSION: Attached is Contract #2021-3 with Dayton Valley Conservation District.
Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the contract as submitted.



Agreement

Addressing Funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for West Fork Bank Stabilization Project

THIS CONTRACT dated this 16th day of June 2021, 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 West Fork Bank Stabilization Project, and

WHEREAS, CWSD has agreed to set aside \$100,000 for the fiscal year beginning July 1, 2021, and to grant DISTRICT said amount to assist with the West Fork Bank Stabilization 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 \$100,000 to assist with the West Fork Bank Stabilization Project which is further identified and described in Exhibit "A."
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$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.
- 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.



CWSD STATE CONTRACT #2021-2

- 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 by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

DISTRICT

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.



CWSD STATE CONTRACT #2021-2

- 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, 2021, 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.



CWSD STATE CONTRACT #2021-2

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

Robert S. Giomi, Chairman

ATTEST:

ATTEST:

J.B. Lekumberry, Secretary

Catrina Schambra, Secretary to the Board

DRAFT



EXHIBIT A

Project Description

The Carson Valley Conservation District (District) will attempt to restore vertical cutbanks that are approximately $\frac{3}{4}$ of a mile long and 12 to 15 feet high. This unstable section of river has migrated into local agricultural fields causing impacts to local producers. The overall goal of this project will be to use a combination of traditional rip-rap and bio-engineering techniques to stabilize the soil, improve water quality and re-establish desirable vegetation for wildlife. The District considers this project a high priority since this area was severely impacted by recent flooding events in 2017. The District will partner with CWSD, CTWCD, NDOW, USFWS, Douglas County and NDEP to complete this river restoration project by the spring of 2022.

DRAFT



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 #2021-2

- 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 #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #12 – For Possible Action: Approval of Contract #2021-3
Dayton Valley Conservation District – River Projects Inventory Project in an
amount not to exceed \$100,000

DISCUSSION: Attached is Contract #2021-3 with Dayton Valley Conservation District.
Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the contract as submitted.



Agreement

Addressing Funding from Carson Water Subconservancy District to the DAYTON VALLEY CONSERVATION DISTRICT for River Projects Inventory

THIS CONTRACT dated this 16th day of June 2021, 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 \$100,000 funding during fiscal year 2021-22 for the River Projects Inventory, and

WHEREAS, CWSD has agreed to set aside \$100,000 for the fiscal year beginning July 1, 2021, and to grant DISTRICT said amount to assist with the River Projects Inventory.

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 River Projects Inventory which is further identified and described in Exhibit "A."
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$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.



- 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 by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

DISTRICT

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 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, 2021, 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 #2021-3

- authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

**DAYTON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Ty Minor, Chairman

Robert S. Giomi, Chairman

ATTEST:

ATTEST:

Rob Holley, District Manager

Catrina Schambra, Secretary to the Board



EXHIBIT A

Project Description

This project is designed to survey present condition of completed projects, establish a prioritized list of repairs based on various criteria, and begin repairs accordingly. Additionally, this project addresses the need for an updated and current project inventory (location, construction type/size, etc.) for submission to State Lands as part of an ongoing effort to inventory projects completed on State property, and to establish an efficient permitting process for maintenance of those projects. This is part of DVCD's plan to address severe and ongoing bank erosion, loss of mature cottonwood trees (into the river), and loss of private agricultural land. The project objectives are (1) Thoroughly inspect each project site (30+) and establish a prioritized list of project repairs (based on multiple factors including affected infrastructure, utilities present, riparian function, mercury sequestration, cottonwood gallery protection, etc.); (2) Establish project site list (including all completed projects regardless of repair needs) for State Land's use in establishing inventory and efficient multi-year permitting; and (3) Begin implementing repair efforts based on the aforementioned priorities.

DRAFT



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 #2021-3

- 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 Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #13 – For Possible Action: Approval of Contract #2021-4
Lahontan Conservation District - Lower Carson River Project in an amount
not to exceed \$25,000

DISCUSSION: Attached is Contract #2021-4 with Lahontan Conservation District.
Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the contract as submitted.



Agreement

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

THIS CONTRACT dated this 16th day of June 2021, 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 \$25,000 funding during fiscal year 2021-22 for the Lower Carson River Project, and

WHEREAS, CWSD has agreed to set aside \$25,000 for the fiscal year beginning July 1, 2021, and to grant DISTRICT said amount to assist with the Lower Carson River Project.

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

1. CONTRACT TERM:

- a. CWSD hereby grants to DISTRICT \$25,000 to assist with Lower Carson River Project which is further identified and described in Exhibit "A."
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$25,000.
- f. This Contract shall terminate June 30, 2022, at which time DISTRICT shall have one (1) month



CWSD STATE CONTRACT #2021-4

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 by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- d. If the DISTRICT hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Exhibit "C."
- e. Prior to commencing the activities that constitute the Project, DISTRICT shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.

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

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 #2021-4

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, 2021, forward.



CWSD STATE CONTRACT #2021-4

- 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

Robert S. Giomi, Chairman

ATTEST:

ATTEST:

Morena Heser
Secretary/Treasurer

Catrina Schambra
Secretary to the Board



EXHIBIT A

Project Description

The project will prevent and minimize property loss and other damage during flood condition, maintain a clear channel to enable citizens to utilize the river for recreation, and maintain river flow velocity to prevent stagnant pools that pose health risks. The project will also include removal of dead vegetation and debris, beavers and beaver dams, and clear brush and sediment along the Carson River.

DRAFT



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 #2021-4

- 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 Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #14 – For Possible Action: Approval of Non-Profit Agreement #2021-5 Sierra NV Journeys – Family Watershed Nights in amount to exceed \$3,280

DISCUSSION: Attached is Non-Profit Agreement #2021-5 with Sierra Nevada Journeys. Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

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

This Agreement dated this 16th day of June 2021, 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, 2021, 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."
- 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, 2022, 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 by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. The parties acknowledge or agree that the contract was written and agreed by both parties.
- d. Prior to the institution of any litigation the parties agree to mediate.
- e. Prior to commencing the activities that constitute the Project, 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, 2021, 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

Robert S. Giomi, 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 invites 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.

DRAFT



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 #15

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #15 – For Possible Action: Approval of Non-Profit Agreement #2021-6 River Wranglers – Carson River Workdays & School/Student Interconnectedness Program in an amount not to exceed \$36,000

DISCUSSION: Attached is Non-Profit Agreement #2021-6 with River Wranglers. Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing Funding from Carson Water Subconservancy to River Wranglers for Carson River Workdays & School/Student Interconnectedness Program

This Agreement dated this 16th day of June 2021, 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 2021-22 on the Carson River Workday Projects and the Scholl/Student Interconnectedness Program; and

WHEREAS, CWSD has agreed to set aside \$36,000.00 for the fiscal year beginning July 1, 2021, 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 \$36,000 to assist with Carson River Workdays Program and the School/Student Interconnectedness Program:

- a As identified and described in Exhibit "A."
- b RW will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to RW within four (4) weeks of said request.
- d RW will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$36,000.
- f This Contract shall terminate June 30, 2022, at which time RW shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this



Contract.

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

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

3. RW shall provide CWSD insurance as follows:

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



insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

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

b. **Business Automobile Liability Insurance:**

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

c. **Workers Compensation Insurance**

- 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, 2021, 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: _____

RIVER WRANGLERS

Eric Johnson, Chairperson

ATTEST:

Tina Carlsen, Secretary

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Robert S. Giomi, Chairman

ATTEST:

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

River Wranglers (RW) will continue Conserve Carson River Workdays Projects in the Carson River Watershed. As part of the grant goals, RW will allocate approximately \$6,000 per county. The \$6,000 will be used to help fund the Conserve Carson River Workdays Projects. The Conserve Carson River Workdays provides students hands-on experience doing projects on the river.

This year RW will also create an interconnected group of students throughout the Carson River watershed in tandem with Conserve Carson River Workdays projects. This would be an exploratory process through which we would meet with watershed teachers, recruit involvement, and figure out the virtual method and timing for an ongoing, regular “meet” between students from different areas of the watershed. The issues that need to be sorted out include:

- What age group/standards would fit this project best?
- What virtual platform works best for this and is the most secure across multiple districts?
- What format works – partially live with pre-recorded educational videos?
- Teachers being at different parts of their curriculum at different times of the year – how to solve this?
- Should this be done as STEM night (more voluntary) events or as part of classroom curriculum? Is classroom curriculum even possible given differences in districts?
- What program goals beyond simply connecting kids within the watershed?
 - Non-point source pollution
 - Flooding
 - Watershed awareness – geographic, downstream/upstream, different land uses
 - What can kids do to help?

RW has moved to a virtual platform during Covid-19 restrictions and will incorporate this virtual content into the regular program once returned to in-person field trips. This programming is interactive and engaging. Additionally, RW gives each participating student a backpack filled with corresponding activities and supplies. These backpacks have become the new t-shirts. It is a way to give the students some hands-on activities and help them to feel they did not miss out as much given they could not have a field trip. RW plans to continue small, more family-oriented river workdays on the weekends, and introduce informal education into these workdays with discussions about why they are doing what they are doing, the importance of the health of the watershed, and other relevant topics.



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 #16

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #16 – For Possible Action: Approval of Non-Profit Agreement #2021-7 Alpine Watershed Group – Carson River Upper Watershed Programs in an amount not to exceed \$25,000

DISCUSSION: Attached is Non-Profit Agreement #2021-7 with Alpine Watershed Group. Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

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

This Agreement dated this 16th day of June 2021, 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 2021-22 on the Carson River Upper Watershed Programs; and

WHEREAS, CWSD has agreed to set aside \$25,000 for the fiscal year beginning July 1, 2021, 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."
- 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, 2022, at which time AWG shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.



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

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

3. AWG shall provide CWSD insurance as follows:

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



shall be endorsed to be primary with respect to the additional insured.

- vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under 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, 2021, 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

Robert S. Giomi, Chairman

ATTEST:

ATTEST:

Zach Wood, Secretary

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

Alpine Watershed Group (AWG) seeks funding for the fiscal year 2021-2022 from the Carson Water Subconservancy District for the coordination of its Upper Carson River watershed programs. AWG's mission is to preserve and enhance the natural system functions of Alpine County's watersheds for future generations. For 20 years, AWG has organized volunteers and inspired widespread participation to address water quality monitoring and restoration needs in Alpine County. To further the stewardship of our county's natural resources, our organization has developed diverse partnerships around watershed issues. As the nonprofit environmental organization for the Carson River headwaters (see attached map), our positive impacts extend downstream, where the Carson River flows into Northern Nevada. Through this project, AWG staff will: (1) involve local citizens in watershed stewardship; (2) plan and implement watershed monitoring and restoration activities; (3) recruit diverse stakeholders and strengthen community partnerships; and (4) support local watershed education and community outreach.

DRAFT



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 #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #17 – For Possible Action: Approval of Interlocal Contract #2021-8 Churchill County – Lahontan Valley Water Level Measurement Program in the amount not to exceed \$44,000 over 3 years

DISCUSSION: Attached is Interlocal Contract #2021-8 with Churchill County. Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the contract as submitted.



INTERLOCAL CONTRACT

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

THIS CONTRACT dated this 16th day of June 2021 is entered into by and between Churchill County, a political subdivision of the State of Nevada (hereinafter "CHURCHILL COUNTY") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

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

WHEREAS, CHURCHILL COUNTY has requested \$44,000.00 over a three-year period: \$14,500.00 for the fiscal year 2021-22, \$14,500.00 for the fiscal year 2022-23, and \$15,000.00 for the fiscal year 2023-24 to assist with the Lahontan Valley Water Level Measurement Program; and

WHEREAS CWSD has agreed to set aside a total amount of \$44,000.00 over a three-year period: approximately \$14,500.00 for the fiscal year 2021-22, \$14,500.00 for the fiscal year 2022-23, and \$15,000.00 for the fiscal year 2023-24 to assist with the Lahontan Valley Water Level Measurement Program.

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

1.CONTRACT SCOPE AND TERM:

- a. CWSD hereby grants to CHURCHILL COUNTY \$44,000.00 over a three-year period: approximately \$14,500.00 for the fiscal year 2021-22, \$14,500.00 for the fiscal year 2022-23, and \$15,000.00 for the fiscal year 2023-24 to assist with the Lahontan Valley Water Level Measurement Program which is further identified and described in Exhibit "A."
- b. CHURCHILL COUNTY will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to CHURCHILL COUNTY within four (4) weeks of said request.
- d. CHURCHILL COUNTY will submit Project Summary Reports (See Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding **\$44,000.00**.
- f. This Contract shall terminate **June 30, 2024**, at which time CHURCHILL COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to CHURCHILL COUNTY.



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

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. Each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the CHURCHILL COUNTY Lahontan Valley Water Level Measurement Program, CHURCHILL COUNTY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- d. If CHURCHILL COUNTY hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Section 3.
- e. The parties acknowledge or agree that the contract was written and agreed by both parties.
- f. Prior to the institution of any litigation the parties agree to mediate.
- g. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this contract does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this contract. The Parties agree that, in the event one Party is awarded attorney's fees against the other for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The liability of CWSD shall be limited to the \$44,000 appropriated by CWSD for purposes of this contract.

3. CHURCHILL COUNTY shall provide CWSD insurance as follows:

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



operations, products- completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

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

b. Business Automobile Liability Insurance:

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

4. NOTICE:

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

CHURCHILL COUNTY
Attn.: Gregg Berggren
Trails Coordinator
3303 Butti Way, Building 9
CHURCHILL COUNTY, NV 89701
(775)283-7219

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110
CHURCHILL COUNTY, NV 89701
(775) 887-7456

5. MISCELLANEOUS:

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



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



6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, CHURCHILL COUNTY can submit expenses that have been incurred from July 1, 2021, 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: _____

CHURCHILL COUNTY

Robert Crowell, Mayor

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Robert S. Giomi, Chairman

ATTEST:

ATTEST:

Aubrey Rowlett, Clerk-Recorder

Catrina Schambra, Secretary to the Board



EXHIBIT A

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

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

The ongoing funding request is for an additional three-year term through FY23/24; however, it is anticipated for this program to be successful as a long-term management tool, it be continued as an ongoing effort.



Exhibit B

Project Summary Form				
Project name				
Type of Project				
Map ID#	<i>Per Stewardship Plan Maps if previously mapped</i>			
Date Started				
Date Completed				
Location Details/Address				
Add Project #	Latitude		Longitude	
Add Project #	Latitude		Longitude	
Add Project #	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 #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #18 – For Possible Action: Approval of Interlocal Contract #2021-9 Truckee-Carson Irrigation District – Carson River Diversion Dam Repairs Project in an amount not to exceed \$50,000

DISCUSSION: Attached is Interlocal Contract #2021-9 with Truckee-Carson Irrigation District. Funding for this project was approved in the 2021-22 budget.

STAFF RECOMMENDATION: Approve the contract as submitted.



INTERLOCAL CONTRACT

Addressing Funding from Carson Water Subconservancy District to TRUCKEE-CARSON IRRIGATION DISTRICT for Carson River Diversion Dam Repairs Project

THIS CONTRACT dated this 16th day of June 2021, 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 \$50,000 funding for fiscal year 2021-22 for the TCID Carson River Diversion Dam Repairs Project and

WHEREAS, CWSD has agreed to set aside \$50,000 for the fiscal year beginning July 1, 2021, and to grant TCID said amount to assist with the TCID Carson River Diversion Dam Repairs 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 Repairs Project; which is further identified and described in Exhibit "A."
- 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, 2022, 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 by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the TCID Carson River Diversion Dam Repairs 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 \$50,000 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 Repairs 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
Attn: Rusty Jardine
General Manager
P.O. Box 1356
Fallon, NV 89407-1356
(775)423-2141

CWSD
Attn: 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 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, 2021, 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

ATTEST:

Bob Oakden, Secretary

Robert S. Giomi, Chairman

ATTEST:

Catrina Schambra, Secretary to the Board



EXHIBIT A

This project consists of the application of a product, Aqualastic to the concrete surfaces of the Carson River Diversion Dam (Dam). The Dam is located approximately five (5) miles downstream of Lahontan Dam in Churchill County, Nevada. Aqualastic™ is a polyurea elastomeric coating that when applied to concrete serves to seal cracks preventing damage to facilities, check undesired flows, and prevent water loss. TCID has used this product extensively in the Newlands Project and with particular success on the Truckee Canal.

The Dam is a United States Bureau of Reclamation facility constructed in 1906. It serves to divert water released from Lahontan Dam, flowing in the Carson River channel, in one of three (3) ways: 1. Through a series of Repairs directing continuing flow in the Carson River Channel; 2. Through the headworks of the V-Line Canal; and, 3. Through the headworks of the T-Line Canal. The Dam is 24 feet long with a 225-foot long, 31-foot-high concrete control section. In flood operations conducted in 2017, we diverted approximately 3,320 cfs of flow from Lahontan Dam. At the Carson Diversion Dam 1,700 cfs. Flowed into the V-Line Canal, 1,200 cfs. in the Carson River Channel (the Carson River Repairs are capable of 1,950 cfs), and approximately 200 cfs in the T-Line Canal.

Pivotal to continuing water management of water on the Carson River, TCID's ability to make diversions through the Diversion Dam. In this application TCID seeks to apply Aqualastic™ to cracks in the concrete of the dam thus encapsulating degraded sections of concrete. As stated previously, the Diversion Dam is very old; and, the useful life of its concrete was exceeded long ago. While the hope is to replace the Diversion Dam in the future, its use in both regular operations and in flood operation remains absolutely essential. Application of Aqualastic™ will serve to prolong the life of the Diversion Dam -protecting it against potential failure particularly amidst flood operations. Protecting the dam from failure serves, ultimately, to protect all property owners on the Carson River below it from flood waters that could not be controlled.



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 #19

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #19 – For Discussion Only: Presentation on the USACE
Alluvial Fan study in Douglas County

DISCUSSION: CWSD staff will show a USACE presentation on an Alluvial Fan Study the
USACE conducted in Douglas County.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #20 – For Discussion Only: Presentation on the Douglas County Stormwater Program by Courtney Walker, Douglas County Stormwater Manager

DISCUSSION: Courtney Walker, Douglas County Stormwater Manager will give a presentation on the Stormwater Program in Douglas County.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board Members

FROM: Edwin James

DATE: June 16, 2021

SUBJECT: Agenda Item #21 – For Discussion Only: Wrap up on the 2021 Legislative Session

DISCUSSION: Staff will give a final report of the 2021 Legislation Session.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 16, 2021

SUBJECT: Agenda Item #22 – For Possible Action: Discussion to send support letter regarding the Douglas County Lands Bill

DISCUSSION: Staff will give an overview of Douglas County Lands Bill, show a short interview with Jacques Etchegohen on the history of the bill, and request the CWSD send a letter of support to our federal representatives. Attached is some history on the Douglas County Lands Bill and a draft letter of support.

STAFF RECOMMENDATION: Approve support letter as presented.

DOUGLAS COUNTY LAND CONSERVATION HISTORY

Douglas County Master Plan--Conservation

In 1960, Douglas County adopted the first Master Plan in Nevada, written by local Raymond Smith. Mr. Smith would go on to write the first Master Plans for Washoe County and the Tahoe Regional Planning Agency.

After 5 years of special committees and numerous attempts, Douglas County adopted a new 1996 Master Plan called the Douglas County Open Space and Agricultural Lands Preservation Implementation Plan (Douglas Plan). The heart of the plan requires a balance between development and preservation of ranch land and other open spaces. It also includes a "transfer of development rights" (TDR) component, generally requiring developers to acquire 1 TDR for each new home built in a development "receiving area." A past county commissioner called the commissioners communists just before adoption, and prominent rancher, David Hussman, said, "Thanks for Nothing" at the conclusion of the meeting. (Mr. Hussman later became the first rancher in Douglas to sell his TDRs to a developer for \$2,000,000.) The 1996 Douglas Master Plan was voted the best Master Plan in the USA by the National Planning Association and accepted the award at the National Planning Conference in Tampa.

Nevada State Director of the BLM, Bob Abbey, approached the county about considering a land exchange that would take about 15,000 acres of BLM land in Lincoln County, release it into private ownership, and equalize the exchange by acquiring conservation easements on ranches in Douglas County. This "Lincoln-Douglas Exchange" would reduce federal land ownership in a county that was 96% federal and preserve ranch land in Douglas County as privately, preserved, and paying property taxes. Senator Bryan passed legislation moving the Forest Service – BLM jurisdictional boundary from Highway 395 to Foothill Road, as the Forest Service at that time refused to acquire conservation easements.

Congress passed the Southern Nevada Public Lands Management Act (SNPLMA) and Federal Land Transfer Facilitation Act (FLTFA), both allowing federal land to be sold, and giving agencies the authority to acquire land or interest in land. Land exchanges were ceased in Nevada. Douglas County worked with the Bureau of Land Management (BLM) to amend the BLM Carson City District Resource Management Plan (RMP), which resulted in the auction of 300 acres of land in northern Douglas--\$40,000,000 was generated. The RMP plan amendment said that 90% of the proceeds were to be used in Douglas County with conservation easement acquisitions as the priority. However, an Interior Solicitor wrote that the proceeds could only be used in Congressionally designated areas, and almost all of the funds were spent outside of Nevada.

In 2000, The Nature Conservancy, American Land Conservancy, and The Trust for Public Land nominated 13 ranches for conservation easement acquisitions using SNPLMA authority.

The Nevada Sierra Club sent a letter opposing these acquisitions, suggesting instead that the agencies buy fee title to the land. The first SNPLMA committee recommended none of the conservation easements be funded. The Douglas Commission Chairman met with Senator Reid and obtained a letter

in full support of the easement concept. The SNPLMA Executive Committee, with Bob Abbey as chair, approved all 13 conservation easement acquisitions.

In a county with the highest median home value in Nevada thus far in Douglas the “transfer of development rights” program has protected over 4,000 acres of ranchland. The Master Plan has protected nearly 2,000 acres by allowing ranchers to “cluster” developments adjacent to their property. The BLM/USFS/SNPLMA have protected over 4,200 acres, with 14,500 acres being acquired from Bently Enterprises in the Pine Nut Mountains. The Timkin-Sturgis Family donated a conservation easement on 700 acres. Finally, the President of Disney Studios, Alan Horn, has donated conservation easements on nearly 6,000 acres in Douglas.

Ranch families who have participated, or desire to, in the various ranch land conservation programs: Ascuaga, Byington, Ranch No. 1, James Canyon Ranch, Bently, Scossa, Hussman, Park, Van Sickel Station, Dreyer, Clear Creek Tahoe, Hickey, White, Henningsen, Stodieck Bros, Neddenriep, Hone, Hellwinkel, Heise, and Gansberg.

Since 1996, the master plan has been updated every 5 years. The most recent plan was adopted in 2016. In addition to agriculture and conservation, the plan has goals related to economic development, growth management, housing, public safety, tribal outreach, and transportation.

Douglas County Economic Development and Conservation Act

The objectives of the ten-year effort to pass the Douglas County Economic Development and Conservation Act (Douglas bill) are to carry out the Douglas Master Plan, which was updated in 2016. The Plan’s objectives are to preserve essential Carson river floodplains, open space, natural resources, rural character, and cultural heritage through the acquisition of conservation easements on Douglas County’s historic agricultural operations. Acquiring conservation easements on these active ranches will add to the already existing scenic corridor and connect the approximately 18,500 acres that have already been protected using various county, state, and federal mechanisms.

In 2009, the County began a public lands bill planning process which took 2 years. The Douglas bill is the culmination of those efforts and aligns with the goals of the Master Plan. The Douglas bill facilitates the transfer of federal lands that have important cultural meaning to the Washoe Tribe, utilization of certain federal lands in the eastern County for flood attenuation and enhances recreational opportunities throughout the County.

For the first time, the Douglas Bill would give Douglas County authority to approve or reject BLM land disposal in Douglas County. Should Douglas County concur with the BLM’s disposal of certain parcels, the bill would dictate how the disposal proceeds are used, ensuring that the majority of the proceeds are used for the protection of environmentally sensitive lands and acquisition of conservation easements in alignment with the Douglas Master Plan.

Patterned after SNPLMA, the Douglas bill does not mandate the sale of 10,000 acres. Under current law, the BLM has the authority to dispose of lands that the BLM has previously identified for disposal under

its Resource Management Plan. In the existing Carson City Consolidated Resource Management Plan, the BLM has currently identified several thousand acres for disposal in Douglas County. Under the existing law, Douglas County has no ability to manage or control the BLM disposal process. The Douglas Bill, however, would mandate a Joint Selection process, whereby Douglas County must concur with the BLM for the BLM to dispose of any parcels.

The Douglas Bill proposes designating the Burbank Canyons as Wilderness. The Burbank Canyons have been designated a Wilderness Study for nearly 35 years. Land bills commonly designate wilderness as a measure to balance the transfer or disposal of federal lands out of public ownership. Given that the Burbank Canyons have already been managed as wilderness for nearly 35 years and close no travel routes, Douglas County feels this is a reasonable compromise, particularly considering the legislation ensures that historic uses are protect



June 16, 2021

The Honorable Catherine Cortez Masto
204 Russell Senate Office Building
Washington, DC 20510

The Honorable Jacky Rosen
144 Russell Senate Office Building
Washington, DC 20510

The Honorable Mark Amodei
322 Cannon House Office Building
Washington, DC 20515

Dear Senator Cortez Masto, Senator Rosen, and Congressman Amodei,

On behalf of the Carson Water Subconservancy District, I want to request your support for the reintroduction of the Douglas County Conservation Act during this session of Congress. As you know, the Douglas County Conservation Act has been a priority for many years, dating back to 2009.

This legislation will help Douglas County accomplish important flood management objectives through the conservation of the floodplain along the Carson River and by obtaining federal parcels for the construction of flood control detention basins. The legislation also provides opportunities for economic development in Douglas County while preserving the Burbank Canyons Wilderness Study Area. Importantly, the bill will convey cultural lands of importance to the Washoe Tribe of Nevada and California.

We thank you in advance for your continued sponsorship of this critically important legislation to Douglas County. Please let me know if there is any further information we may provide.

Sincerely,

Robert S. Giomi
Chairman
Carson Water Subconservancy District

RSG:cat

AGENDA ITEM #23

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 16, 2021

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

DISCUSSION: Attached is the annual review scores for Ed James for FY 20-21. On June 9, 2021, the Administrative Committee met to discuss the General Manager's review and propose goals for fiscal year 2021-22. The committee will present their recommendations at the board meeting.

STAFF RECOMMENDATION: Approve the General Manager Review for FY 20-21 as presented.

Ed James, CWSD General Manager - Annual Review FY 20/21

Board Member	General Comments	FY 2021-22 Goals	Decisions	Presentations	Communication	Delegation	Open & Receptive	Flexibility w/Groups	TOTALS
Jack Jacobs	Knowledge of the complex water issues is extensive and valuable. Continued effort to bring together the complex water issues and educate key leaders in all jurisdictions has been outstanding and helpful to assure fact based decisions.	Continue development of a water resources plan for the Carson Watershed that is understood and accepted by all jurisdictional leaders and many of the community in general. This plan should provide confidence in the long term availability of surface and groundwater supplies along with a management plan to assure water purveyors/users control use to not exceed availability.	3	2	3	3	3	3	17
Stacey Giomi	Ed is a valuable resource and recognized expert in the water arena. The work that he and the staff have done over the past several years has made CWSD the "go to" organization for best practices, water management, regional cooperation and more.	Continue on the path we are going. No new specific goals for 21/22.	3	3	2	3	3	3	17
David Griffith	Board Member field is not fillable, but this review is by David Griffith. I would like to see a broader range of scores, say 1 to 5 instead of 1 to 3. There is a big difference between Adequate and Commendable, and similarly between Needs Improvement and Adequate. If there was the opportunity I would have given intermediate scores.	In awarding grants the CWSD should establish a policy of 1) only consider grants that advance or implement the CWSD mission, 2) if additional funds turn out to be available they should only go to the various funds or be allocated to grantees on a "if available" basis when the grant applications are all considered. That way there won't be any favoritism as happened this year. A strategic planning workshop to help the CWSD district focus on projects that benefit the watershed as a whole.	2	3	3	2	3	3	16

January Riddle	I am new to this board, so I don't have a lot to say about what Ed has done. But from the first day I was sworn in to the Alpine County BoS, Ed has been reaching out to make sure I know the structure and purposes of the organization. He even drove to Markleeville to give me a binder of information, and he met with me personally to touch base about my ideas and concerns.	I would like to see some representation from the Native American communities and to see an increase in member diversity. Right now, CWSD is heavily older white male weighted.	3	3	3	3	3	3	18
Pete Olsen	I'm new back on the Board. I've known Ed for years. He does a fine job operating CWSD.	Discover where the water loss is going that Ed highlighted to me recently in the Carson Valley.	2	3	2	2	3	3	15
Ernie Schank	We appreciate the job you have done. You seem to be able to handle the challenges that come in a very professional manner and I have never seen you lose your cool which is commendable in this day and age.		3	0	3	0	3	0	9

Mike Workman	<p>During this past COVID infected year, under Ed's leadership, our dedicated and loyal staff have continued to perform their duties related to the numerous programs and assignments at a very high level. The use of social media, Zoom and traditional news outlets have been a huge success in getting education programs, general business items out to the end user. Ed and his staff have done an outstanding job throughout this stressful and unpredictable year. Ed delegates responsibilities and assignments to the appropriate staff, allows staff to exercise their judgement in the completion of their projects and provides guidance to staff and Board Members as needed.</p> <p>Ed does a great job of communicating with the various agencies he works with as well as the Board Members. He is open to discussion and takes whatever time is needed to work through whatever topic is being discussed.</p> <p>Great job in keeping the operation moving in a positive direction this past year!</p>	<p>(1) Continue to work with the USGS, DWR and Federal Water Master in an effort to further understand and agree upon approaches to accurately reporting on ground water levels, water usage and demands and hopefully perfecting how the data is stored and made available to the public. With changing staff at various organizations and what seems to be an ever-shifting focus on appropriate approaches to analyzing data, clear and understandable reporting seems to be a moving target. CWSD (Ed) has years of data that can help establish accurate benchmarks and analysis. (2) Work with the Board to assure that staff's job descriptions and pay grades are appropriate and develop a plan to adjust as needed. A multi-year approach to pay or benefit adjustments may be needed depending on impacts to the budget. It is critical in my opinion, to assure that CWSD be competitive with other agencies similar to ours and with engineering firms that deal with water related programs. I would prefer that we be on the upper end of the</p>	3	3	3	3	3	3	18
Cathy Canfield			3	3	3	3	3	3	18
Lisa Schuette	<p>Being new to this board, I find Ed to be incredibly helpful and knowledgeable. Meetings are well organized and Ed is open to different ideas, suggestions and perspectives. I appreciate Ed's willingness to answer my questions and work so diligently on behalf of the watershed.</p>	<p>I'm excited that Storey County is now officially a part of the sub-conservancy. A goal that I would like to see accomplished is for ALL members of the board to base their decisions on what is best way to provide adequate water while protecting the watershed and the long term health of our lakes and rivers. While it's important to be mindful of differing points of view, perspectives shared should focus on best practices and conservation, not political campaigns.</p>	3	3	3	3	3	3	18
TOTALS:			25	23	25	22	27	24	146

AGENDA ITEM #24

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 16, 2021

SUBJECT: Agenda Item #24 – For Discussion Only: Update on 2021 Water Year

DISCUSSION: Staff will give an update on the water picture for the Carson River Watershed.

STAFF RECOMMENDATION: Receive and file.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: JUNE 16, 2021

SUBJECT: Agenda Item #25 - For Information Only: Staff Report

DISCUSSION: The following is a list of meetings/activities (mostly virtual) attended by Ed James and staff since the last Board meeting on May 19, 2021:

- 5/20/21 – Ed and Brenda gave presentation of Water Connects Us All Campaign to Lyon County BOS
- 5/20/21 – Debbie, Shane and Katie attended FAW meeting
- 5/20/21 - Ed and Brenda gave presentation of Water Connects Us All Campaign to Douglas County BOC
- 5/20/21 – Katie attended Grant Writing workshop
- 5/20/21 – Katie attended Zoom meeting w/NEON for campaign update
- 5/21/21 – Brenda, Shane and Katie held Zoom meeting to strategize Watershed Moments filming for WS Campaign
- 5/22/21-5/23/21 - Katie attended Basic Training with AmeriCorps
- 5/23/21 – Ed met with Directors Olsen and Schank in Fallon
- 5/23/21 – Brenda and Katie met attended McKinley Farmers Market Tabling Coordination Meeting
- 5/23/21 – Ed attended meeting with NDOT regarding 395 and 88 projects: flood model discussion
- 5/24/21 – Ed attended CA Flood Preparedness Meeting with DWR
- 5/24/21 – Brenda, Katie and Shane attended NEON meeting re: WS Moments
- 5/24/21 – STAFF MEETING (ALL)
- 5/26/21 – Ed and Debbie met with Michael Baker re FEMA Contract
- 5/26/21 – Brenda, Shane and Katie produced Lands Bill Video Interview
- 5/27/21 – Brenda and Shane conducted Katie's Walk in the Park Review
- 5/28/21 – Katie attended Desert Farming initiative Workday

- 6/1/21 – Ed and Shane gave presentation of Water Connects Us All Campaign to Alpine County
- 6/2/21 – Ed and Shane gave presentation of Water Connects Us All Campaign to Town of Minden
- 6/2/21 – Katie attended Zoom Mtg re: McKinley Farmers Market
- 6/3/21 – Ed attended Ruhenstroth ADMP Concept Design Phase Kickoff meeting
- 6/3/21 – Ed attended Carson City Insurance meeting
- 6/4/21 - Katie attended Grant Writing workshop
- 6/8/21 – Ed attended CTWCD Board meeting
- 6/8/21 – Ed and Shane gave presentation of Water Connects Us All Campaign to Gardnerville Water Company
- 6/9/21 – Ed and Catrina host Regional Water System & Flood Committee meeting
- 6/9/21 – Ed and Catrina host Administrative Committee meeting
- 6/9/21 – Shane attended AWG Restoration & Monitoring Committee Meeting
- 6/10/21 – 6/11/21 – Katie participated in AWG river monitoring day
- 6/10/21 – Katie worked Farmers Market Booth
- 6/10/21 – Ed and Shane gave presentation of Water Connects Us All Campaign to Stagecoach GID
- 6/14/21 – Ed met with RCI re: source water protection update
- 6/14/21 – Ed attended the NV Drought Working Group Meeting
- 6/15/21 - Ed and Brenda gave presentation of Water Connects Us All Campaign to Alpine County BOS
- 6/15/21 – Ed, Brenda and Shane take field trip to Mexican Dam Portage

STAFF RECOMMENDATION: Receive and file.

CORRESPONDENCE

Carson River a surprise to many residents



A congregation of ibises takes flight over a field south of Muller Lane on Wednesday afternoon. The migratory water birds have flocked to Carson Valley's flood irrigated fields to feed and mate. Photo by [Kurt Hildebrand](#).

The Record Courier [Saturday, May 22, 2021](#)

By [Kurt Hildebrand](#)

Not quite a tenth of the residents living in the Carson River Watershed could name the river in a recent survey.

Carson River Subconservancy Watershed Program Manager Brenda Hunt told Douglas County commissioners on Thursday that 62 percent either didn't know or think they lived in a watershed at all, and that 70 percent thought they didn't affect the watershed, or only had a slight impact.

But she said, once people were informed about the watershed, three-quarters indicated they did care once they knew about it.

The Carson River springs from the Sierra and is fed by the annual snowpack. It travels through Alpine, Douglas, Carson, Lyon and Churchill counties before ending in the Carson Sink north of Fallon.

Until the Lahontan Reservoir in Churchill County, there is no significant water storage upstream on the Carson, besides the snowpack.

There are a few small reservoirs, including Mud Lake south of Gardnerville and in the upper reaches of Alpine County.

“We have very little storage in the watershed, so really we depend on Mother Nature,” said Subconservancy General Manager Ed James. “We could have a major flood in January and be in a drought in July.”

While people don’t drink water from the Carson, it is one of the key sources of water in Carson Valley’s aquifer.

“It’s a dynamic system because of the river and agriculture spreading water in the Valley,” James said on Thursday.

James said that water levels below Carson Valley have not altered much, but the only source for recharge in the Pine Nut foothills are the mountains themselves.

“We don’t get much precipitation that goes across the Valley and into the Pine Nuts,” he said.

Providing major upstream storage on the Carson would be an expensive undertaking, with James estimating a dam would cost somewhere in the neighborhood of \$200-\$400 million. Even efforts to create off-stream storage, like a proposal to turn the Bing Pit into a big pond, could run to \$18 million.

Even expanding Mud Lake would top \$11 million.

James warned commissioners that those costs are very rough.

“I wouldn’t bank on anything there,” he said.

Efforts to change how Nevada regulates its rivers at the Nevada Legislature have either died or been significantly altered.

James said he pointed out that while the rules might apply to the rest of the state, they would violate the Alpine Decree, which dictates how the Carson is distributed. He said they wouldn’t have worked on the Truckee, Walker or Humboldt rivers, either.

While the water in the Carson isn’t potable, in good irrigation years ranchers don’t have to pump water from the aquifer to water their fields. That reduces the pressure on the aquifer to provide drinking water to Carson Valley residents.