



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

NOTICE OF PUBLIC MEETING/BUDGET HEARING

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

DATE: June 15, 2022
TIME: 6:30 pm
LOCATION: Churchill County Mosquito Vector & Noxious Weed
Abatement District
7400 Reno Hwy, Fallon, NV 89406

The meeting will be preceded by a tour of the Joe Frey farm and hemp production facilities focusing on alternative and regenerative agricultural practices to improve soil health. The Board will meet at 3:45 pm at Western States Hemp, 7491 Reno Highway, Fallon, Nevada 89406. We will have dinner at 5:45 pm and our Board meeting at 6:30pm in the Churchill County Mosquito Vector & Noxious Weed Abatement District conference 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 may be available via [Zoom](#). If you prefer to phone in, call (669)900 9128. Meeting ID: 858 7787 2412; Passcode: 921140.

NOTE: WIFI availability cannot be guaranteed during field trip Board meetings.

AGENDA

Please Note: The Carson Water Subconservancy District (CWSD) Board may: 1) take agenda items out of order; 2) combine two or more items for consideration; and/or 3) remove an item from the agenda or delay discussion related to an item at any time. All votes will be conducted by CWSD Board of Directors. Reasonable efforts will be made to assist and accommodate individuals with limited ability to speak, write, or understand English and/or to those with disabilities who wish to join the meeting. Please contact Catrina Schambra at (775)887-7450 or email: catrina@cwsd.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 18, 2022

****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 2022
8. For Possible Action: Approval of Payment of Bills for May 2022

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

9. For Possible Action: Approval of Agreement #2022-7 Carson Valley Conservation District – Genoa River Restoration & Flood Damage, not to exceed \$210,000
10. For Possible Action: Approval of Agreement #2022-8 Dayton Valley Conservation District – Stabilization/Dayton Bridge, not to exceed \$118,000
11. For Possible Action: Approval of Agreement #2022-9 Lahontan Conservation District – Clearing & Snagging, not to exceed \$27,000
12. For Possible Action: Approval of Agreement #2022-10 Alpine County Watershed Group-Upper Carson River Watershed Programs, not to exceed \$30,000
13. For Possible Action: Approval of Agreement #2022-11 River Wranglers- Conserve the Carson River Workdays, not to exceed \$30,000
14. For Possible Action: Approval of Agreement #2022-12 Churchill County – Dixie Valley Water Level Measurement & Precipitation Gage Monitoring Program, not to exceed \$71,000
15. For Possible Action: Approval of Agreement #2022-13 The Nature Conservancy - Riparian Revegetation & Streambank Stabilization, not to exceed \$25,142
16. For Possible Action: Approval of Addendum to Lyon County Agreement #2020-10 HWY 50 Right of Way to extend termination date to June 30, 2025, due to project delays (time extension only)
17. For Possible Action: Approval of Lost Lakes Agreement with Carson City

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

18. For Discussion Only: Review Strategic Planning Session Survey Results
19. For Possible Action: Approve General Manager Annual Review
20. For Possible Action: CWSD Staffing Requirements
21. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
22. For Discussion Only: Directors Reports
23. For Discussion Only: Update on activities in Alpine County
24. For Discussion Only: Update on activities in Storey County
25. 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.
26. For Possible Action: Adjournment

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

In accordance with NRS 241.020, this notice and agenda has been posted at the following locations:

Dayton Utilities Complex
34 Lakes Blvd
Dayton, NV

Minden Inn Office Complex
1594 Esmeralda Avenue
Minden, NV

Lyon County Administrative Building
27 S. Main St.
Yerington, NV

Churchill County Administrative Complex
155 N Taylor St.
Fallon, NV

Carson City Hall
201 N. Carson St.
Carson City, NV

Carson Water Subconservancy District Office
777 E. William St., #110A
Carson City, NV

Alpine County Administrative Building -
99 Water St.
Markleeville, CA

CWSD website:
<https://www.cwsd.org>
State public meetings website:
<http://notice.nv.gov>

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 9:00 am on June 8, 2022, he/she posted a copy of the *Notice of Public Meeting and Agenda* for the June 15, 2022, meeting of the Carson Water Subconservancy District Board of Directors, in accordance with NRS 241.020; said agenda was posted at the following location:

SIGNATURE

Name: _____

Title: _____

Date & Time of Posting: _____

AGENDA ITEM #6

**MINUTES OF LAST
BOARD MEETING**

CARSON WATER SUBCONSERVANCY DISTRICT
BOARD OF DIRECTORS AND
CARSON RIVER WATERSHED COMMITTEE MEETING
May 18, 2022

Draft Minutes

Chairman Giomi called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30pm in the Genoa Town Hall, 2287 Main Street, Genoa, NV 89423. Roll call of the CWSD Board was taken and a quorum was determined to be present.

CWSD Directors present:

Stacey Giomi
Ken Gray
Jim Hindle
Dave Nelson

Lisa Schuette
Fred Stodieck
Cassi Uhart
Mike Workman

Directors Absent: John Engels, Mark Gardner, Pete Olsen, and Ernie Schank.

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

CWSD Staff & Guests present:

Shane Fryer, CWSD
Sharla Hales, Public
Brenda Hunt, CWSD
Edwin James, CWSD (via Zoom)

Patrick King, CWSD Attorney
Catrina Schambra, CWSD
Martina Schambra, AmeriCorps

The Pledge of Allegiance was led by Director Uhart.

Item #4 – Discussion Only: Public Comment –

Chairman Giomi stated that we need to confirm a location for the June Board meeting Field Trip Tour by next week. Please contact Ed or Catrina to set up a tour of your county. July is set for a Marlette Lake tour in Carson City.

Item #5 – For Possible Action: Approval of Agenda

Chairman Giomi stated that due to unstable WIFI we will not be viewing the video described in Item#13, but we will discuss it. Item #14: Review of Strategic Planning Session survey results will be pushed to the June meeting so that Mr. James will be able to discuss in person. Mr. James is zooming into meeting due to illness tonight and we are not using cameras to contain the bandwidth used to best sustain the weak WIFI signal.

Director Gray made a motion to approve the Agenda as amended. The motion was seconded by Committee Member Griffith and unanimously approved by the Board.

Item #6 – For Possible Action: Approval of the Board Meeting Minutes of April 20, 2022

Director Stodieck made a motion to approve the Board Meeting Minutes of April 20, 2022, with edits to those in attendance and the date. The motion was seconded by Director Gray and unanimously approved by the Board.

****CONSENT AGENDA****

Item #7 - For Possible Action: Approval of Treasurer's Report for April 2022

Item #8 - For Possible Action: Approval of Payment of Bills for April 2022

Item #10 - For Possible Action: Approval of Addendum to Cardno Contract #2021-23 to add \$4,680 and extend end date to June 30, 2023

Committee Member Griffith requested that Item #9: Approval of River Wranglers 3-Year FEMA FAW Agreement # 2022-5 not to exceed \$19,100 be pulled from the Consent Agenda for further discussion.

Director Gray made a motion to approve the Consent Agenda Items 7, 8, and 10 as presented and to pull Item # 9 for further discussion. The motion was seconded by Committee Member Griffith and unanimously approved by the Board.

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

Item #9 - For Possible Action: Approval of River Wranglers 3-Year FEMA FAW Agreement # 2022-5 not to exceed \$19,100

Committee Member Griffith wonders if this is most efficient way to reach families with outreach funding vs newspapers ads, etc. He asks how many kids we are reaching vs not reaching. Mr. James stated it is a required part of FEMA contract. Debbie is not able to go out to all schools and River Wranglers helps with this. They currently reach 10 schools in the watershed focused on 5th graders. We find it to be an effective outreach program.

Director Schuette says it is critical to plant the seed that develops an educational foundation. There is immense value in getting kids out to the river and thereby benefits the community. Chairman Giomi asks what the alternative would be given this is FEMA approved. Ms. Hunt says there are other aspects to our watershed education strategy. This is just one portion of CWSD FAW activities. The program is multifaceted and has different targets for our activities. Director Gray feels this question is just regarding metrics. Can we get these numbers to Committee Member Griffith? Consensus was that River Wranglers would be asked to give an end of year analysis of there program with number of children reached.

Committee Member Griffith made a motion to approve the River Wranglers 3-Year FEMA FAW Agreement # 2022-5 not to exceed \$19,100 as presented. The motion was seconded by Director Workman. The motion passed 9-1-0.

Item #11 - For Possible Action: CWSD will conduct a Public Hearing on its FY 2022-23 Tentative Budget

Chairman Giomi opened the Public Hearing of the CWSD FY 2022-23 Tentative Budget. There being no comments, he closed the Public Hearing.

No action was taken.

Item #12 - For Possible Action: Approval of NCE Agreement #2022-6 in a total amount of \$15,000 with the possibility of future expenses in a total additional amount of \$40,000

Ms. Hunt reported that 8 consultants responded to SOQ for this project. The competition was close, so it was a tough decision. Budget requirements and available funding make it necessary to

complete the project in phases. We will be hiring the consultant to do all 3 phases. There was discussion of continuity of phases vs funding. 319 funding is limited; there is only \$800,000 for all of Nevada. We will be asking for \$15,000-20,000 in the next round of funding from NDEP for this project.

Committee Member Griffith mentioned that associate organizations adding their own information could be a problem. He suggested adding land ownership/land management as an additional breakout/layer for mapping.

Committee Member Griff made a motion to approve the NCE Agreement #2022-6 in a total amount of \$15,000 with the possibility of future expenses in a total additional amount of \$40,000. The motion was seconded by Director Stodieck and unanimously approved by the Board.

Item #13 - For Discussion Only: Presentation of “Explore the Watershed” Video

Mr. Fryer explained that the video could not be shown due to the weak Wi-Fi signal, but a link would be sent to the Board Members for viewing. It is a repeat presentation of the Walk thru the Watershed video with local celebrity Vanessa Vancour. Neon has been helping with our social media content and it is steadily growing in our numbers each month. Give Aways have been successful and bigger prizes are planned to include State Park Passes, Dutch Bros gift cards, and a scavenger hunt. Committee Member Griffith suggests we use social media for FAW outreach in the future.

No action was taken.

Item #14 – Strategic Planning - PULLED to June 15, 2022 meeting

No action was taken.

Item #15 - For Possible Action: Approval of the General Fund, Acquisition/Construction Fund, and Floodplain Management Fund FY 2022-23 Final Budgets

Mr. James gave a brief recap of the Final Budgets. He proposed the \$70,000 surplus be split between the Acquisition/Construction Fund (\$35,000) and the Floodplain Management Fund (\$35,000). There were no questions from the Board. After approved all Board members signed the cover page to the Final Budget to be submitted to the Tax Department.

Director Schuette made a motion to approve the General Fund, Acquisition/Construction Fund, and Floodplain Management Fund FY 2022-23 Final Budgets as presented, and to distribute \$70,000 equally between the Acquisition/Construction and Floodplain Management Funds. The motion was seconded by Committee Member Griffith and unanimously approved by the Board.

Item #16 – For Discussion Only: Staff Reports –

Mr. James reports he is flying to Las Vegas next week to speak to the Subcommittee on Public Lands regarding on water resources in the Carson River watershed. Also, he will be reaching out to each Board member to set up a time to meet with them.

Legal – None

Correspondence – None

Item #17 – For Discussion Only: Directors Reports –

Chairman Giomi reports he recently had lunch with Brad Bonkowski (CWSD former Director) and he is doing great! His illness is so rare that he is serving as a case study.

Item #18 – For Discussion Only: Update on activities in Alpine County –

Committee Member Riddle reports the Mother's Day snowstorm was great for the watershed!

Committee Member Griffith has started process of making Alpine County official part of the Board. Patrick King will be aiding in this process involving both Nevada and California.

Item #19– For Discussion Only: Update on activities in Storey County –

Director Hindle reports Storey County is working on Mark Twain, clearing out storm drains.

Item #20 – For Discussion Only: Public Comment –

Brenda welcomed and introduced Martina Schambra, CWSD AmeriCorps. Martina is a UNR student working towards her degree in International Affairs with a minor in Japanese Studies.

Sharla Hales introduced herself. She is running unopposed for Jon Engels seat and potentially will be appointed to the Board in January 2023. She is impressed with all the great work we do is looking forward to working with us.

There being no further business to come before the Board, Chairman Giomi adjourned the meeting at 7:15 pm.

Respectfully submitted,
Catrina Schambra
Secretary to the Board

AGENDA ITEM #7

TREASURER'S REPORT

11:38 AM
06/02/22
Cash Basis

Floodplain Management Fund
Balance Sheet
As of May 31, 2022

	May 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	341,338.12
Total Checking/Savings	341,338.12
Total Current Assets	341,338.12
TOTAL ASSETS	341,338.12
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	366,869.29
Net Income	-25,531.17
Total Equity	341,338.12
TOTAL LIABILITIES & EQUITY	341,338.12

11:38 AM
06/02/22
Cash Basis

Floodplain Management Fund
Profit & Loss Budget vs. Actual
July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	577.83	1,164.19	-586.36	49.6%
5032-04 · Storey County Contribution	16,091.00	0.00	16,091.00	100.0%
Total Income	16,668.83	1,164.19	15,504.64	1,431.8%
Expense				
8009-01 · Reg. Flood Preliminary Planning	0.00	300,000.00	-300,000.00	0.0%
8009-06 · TCID Flood Project	35,000.00	0.00	35,000.00	100.0%
8009-07 · Web Hosting (MB)	7,200.00	0.00	7,200.00	100.0%
Total Expense	42,200.00	300,000.00	-257,800.00	14.1%
Net Ordinary Income	-25,531.17	-298,835.81	273,304.64	8.5%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	332,627.00	-332,627.00	0.0%
Total Other Income	0.00	332,627.00	-332,627.00	0.0%
Net Other Income	0.00	332,627.00	-332,627.00	0.0%
Net Income	<u>-25,531.17</u>	<u>33,791.19</u>	<u>-59,322.36</u>	<u>-75.6%</u>

11:38 AM
06/02/22
Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
May 2022

	May 22	Jul '21 - May 22
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	131.46	577.83
5032-04 · Storey County Contribution	0.00	16,091.00
Total Income	131.46	16,668.83
Expense		
8009-06 · TCID Flood Project	0.00	35,000.00
8009-07 · Web Hosting (MB)	7,200.00	7,200.00
Total Expense	7,200.00	42,200.00
Net Ordinary Income	-7,068.54	-25,531.17
Net Income	-7,068.54	-25,531.17

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Balance Sheet

As of May 31, 2022

	May 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	31,810.47
1014-00 · Local Gov't Inv. Pool-Regular	983,324.38
1030-00 · Petty Cash	53.89
Total Checking/Savings	1,015,188.74
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	1,015,688.74
TOTAL ASSETS	1,015,688.74
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
3360-00 · Accrued Vacation	24,979.38
3362-00 · Accrued sick leave	65,334.98
Total Other Current Liabilities	90,314.36
Total Current Liabilities	90,314.36
Total Liabilities	90,314.36
Equity	
4000-00 · Fund Balance	574,472.12
Net Income	350,902.26
Total Equity	925,374.38
TOTAL LIABILITIES & EQUITY	1,015,688.74

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/22

Profit & Loss Budget vs. Actual

Cash Basis

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008-00 · Alpine Co. Joint Powers contrib	11,423.11	10,897.74	525.37	104.8%
5009-00 · Churchill County Ad Valorem	197,255.09	224,981.67	-27,726.58	87.7%
5010-00 · Lyon County Ad Valorem	190,812.85	200,242.41	-9,429.56	95.3%
5011-00 · Douglas County Ad Valorem	647,663.47	650,989.68	-3,326.21	99.5%
5012-00 · Carson City Ad Valorem	459,258.35	477,771.17	-18,512.82	96.1%
5022-00 · Water Lease - Mud Lake		55,500.00	-55,500.00	
5023-00 · Water Lease-Lost Lakes	642.00		642.00	100.0%
5031-00 · Interest Income-LGIP Reg.	1,301.08	2,025.41	-724.33	64.2%
5050-00 · Watershed Coordinator Grant				
5050-13 · NDEP-WS Coord IV 2019-2022	75,230.58	86,925.00	-11,694.42	86.5%
Total 5050-00 · Watershed Coordinator Grant	75,230.58	86,925.00	-11,694.42	86.5%
5060-00 · Misc. Income		6,000.00	-6,000.00	
5082-00 · Alpine Co.-CASGEM Grant	1,601.82	400.00	1,201.82	400.5%
5083-00 · Al.Co.-Mesa GW Monitoring Grant	1,605.06	300.00	1,305.06	535.0%
5101-00 · State Parks Aquatic Trail Grant		85,000.00	-85,000.00	
6005-00 · FEMA -MAS #10	105,067.48	85,486.00	19,581.48	122.9%
6006-00 · FEMA-MAS #11	376,180.62	417,395.00	-41,214.38	90.1%
6007-00 · FEMA-MAS #12	52,611.78		52,611.78	100.0%
Total Income	2,120,653.29	2,303,914.08	-183,260.79	92.0%
Expense				
6690 · Reconciliation Discrepancies	-0.01		-0.01	100.0%
7015-00 · Salaries & Wages	403,443.06	422,280.00	-18,836.94	95.5%
7020-00 · Employee Benefits	157,878.20	179,170.00	-21,291.80	88.1%
7021-00 · Workers Comp Ins.	1,082.92	2,300.00	-1,217.08	47.1%
7101-00 · Director's Fees				
7101-01 · Director Benefits	129.44		129.44	100.0%
7101-02 · Director's Fees-Alpine Co.	2,081.81	1,920.00	161.81	108.4%
7101-00 · Director's Fees - Other	8,485.15	14,080.00	-5,594.85	60.3%
Total 7101-00 · Director's Fees	10,696.40	16,000.00	-5,303.60	66.9%
7102-00 · Insurance	5,106.03	5,100.00	6.03	100.1%
7103-00 · Office Supplies	2,556.37	2,000.00	556.37	127.8%
7104-00 · Postage	1,266.71	1,250.00	16.71	101.3%
7105-00 · Rent	35,640.00	38,885.00	-3,245.00	91.7%
7106-00 · Telephone/Internet	5,545.40	6,400.00	-854.60	86.6%
7107-00 · Travel-transport/meals/lodging				
7107-02 Staff Indirect Mileage	142.69		142.69	100.0%
7107-01 · Car Allowance	5,750.00	6,500.00	-750.00	88.5%
7107-00 · Travel-transport/meals/lodging - Other	4,971.58	9,500.00	-4,528.42	52.3%
Total 7107-00 · Travel-transport/meals/lodging	10,864.27	16,000.00	-5,135.73	67.9%
7108-00 · Dues & Publications	625.88	1,400.00	-774.12	44.7%
7109-00 · Miscellaneous Expense		1,000.00	-1,000.00	
7110-00 · Seminars & Education	330.00	1,500.00	-1,170.00	22.0%
7111-00 · Office Equipment	2,472.31	3,000.00	-527.69	82.4%
7112-00 · Bank Charges	25.00	50.00	-25.00	50.0%
7114-00 · Outside Professional Services	11,828.77	30,000.00	-18,171.23	39.4%
7115-00 · Accounting	13,900.00	16,800.00	-2,900.00	82.7%
7116-00 · Legal	18,000.00	32,000.00	-14,000.00	56.3%
7117-00 · Lost Lakes Expenses	10,948.55	14,000.00	-3,051.45	78.2%
7118-00 · Mud Lake O & M	1,153.07	1,250.00	-96.93	92.2%
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		6,000.00	-6,000.00	
7120-33 · Watershed Coord IV 2019-22				
7120-34 · WS Coord Grant MATCH 2019-22				
7120-35 · WS COORD MATCH - Travel	325.36		325.36	100.0%
7120-36 · WS COORD MATCH - Operations	217.00		217.00	100.0%
7120-34 · WS Coord Grant MATCH 2019-22 - Other		16,608.00	-16,608.00	
Total 7120-34 · WS Coord Grant MATCH 2019-22	542.36	16,608.00	-16,065.64	3.3%
7120-38 · WS COORD-REIMBURSABLE				
7120-39 · WS COORD REIMB - Travel	349.27		349.27	100.0%
7120-40 · WS COORD REIMB- Operations	240.87		240.87	100.0%
7120-43 · WS COORD REIMB- NEON	21,300.00		21,300.00	100.0%
Total 7120-38 · WS COORD-REIMBURSABLE	21,890.14		21,890.14	100.0%

11:34 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/22

Profit & Loss Budget vs. Actual

Cash Basis

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
7120-33 · Watershed Coord IV 2019-22 - Other	118.51	28,800.00	-28,681.49	0.4%
Total 7120-33 · Watershed Coord IV 2019-22	22,551.01	45,408.00	-22,856.99	49.7%
7120-44 · NDEP WS Coord V -1/1-12/31/2023				
7120-45 · WS Coord Grant MATCH 2022-23				
7120-46 · WS COORD MATCH-Travel	290.79		290.79	100.0%
7120-47 · WS COORD MATCH - Operations	2,305.16		2,305.16	100.0%
7120-48 · WS COORD MATCH -NEON	1,700.00		1,700.00	100.0%
Total 7120-45 · WS Coord Grant MATCH 2022-23	4,295.95		4,295.95	100.0%
7120-49 · WS COORD-REIMBURSABLE				
7120-52 · WS COORD REIMB- Operations	133.03		133.03	100.0%
7120-53 · WS COORD REIMB- NEON	2,350.00		2,350.00	100.0%
Total 7120-49 · WS COORD-REIMBURSABLE	2,483.03		2,483.03	100.0%
Total 7120-44 · NDEP WS Coord V -1/1-12/31/2023	6,778.98		6,778.98	100.0%
Total 7120-00 · Integrated Watershed Programs	29,329.99	51,408.00	-22,078.01	57.1%
7127-00 · State Parks Aquatic Trail 21-22		80,000.00	-80,000.00	
7215-00 · Sierra NV Journeys-Family Night				
7215-02 · SNJ 2021-22		3,279.00	-3,279.00	
Total 7215-00 · Sierra NV Journeys-Family Night		3,279.00	-3,279.00	
7217-00 · Alluvial Fan Study (match)	1.12		1.12	100.0%
7218-00 · Douglas Cty LID Project (match)	266.70		266.70	100.0%
7332-00 · Carson River Work Days				
7332-07 · CR Work Days 2021-22	20,392.26	36,000.00	-15,607.74	56.6%
Total 7332-00 · Carson River Work Days	20,392.26	36,000.00	-15,607.74	56.6%
7337-00 · Carson River Restoration				
7337-01 · Carson Valley Conserv District				
7337-27 · CVCD - Bio & Debris Remove 21-22	75,000.00	75,000.00		100.0%
7337-28 · CVCD - West Fork Bank 2021-22	100,000.00	100,000.00		100.0%
Total 7337-01 · Carson Valley Conserv District	175,000.00	175,000.00		100.0%
7337-03 · Dayton Valley Conserv				
7337-37 · DVCD - Projects Inventory 21-22		100,000.00	-100,000.00	
Total 7337-03 · Dayton Valley Conserv		100,000.00	-100,000.00	
7337-04 · Lahontan Conserv.Dist				
7337-44 · LCD- Lower Carson Project 21-22		25,000.00	-25,000.00	
Total 7337-04 · Lahontan Conserv.Dist		25,000.00	-25,000.00	
Total 7337-00 · Carson River Restoration	175,000.00	300,000.00	-125,000.00	58.3%
7404-00 · Noxious Weeds Control-CR Wtrshd				
7404-01 · Noxious Weed Control-Alpine Co.		15,000.00	-15,000.00	
7404-02 · Noxious Weed Control-Douglas Co		15,000.00	-15,000.00	
7404-03 · Noxious Weed Control-Carson City		15,000.00	-15,000.00	
7404-04 · Noxious Weed Control-Lyon Co.		15,000.00	-15,000.00	
7404-05 · Noxious Weed Control-Churchill		15,000.00	-15,000.00	
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		75,000.00	-75,000.00	
7439-00 · FEMA MAS #10				
7439-02 · West CC Study (Kimley-Horn)	169.57		169.57	100.0%
7439-05 · Ch Cty Flood Maps (HDR)	79,597.83		79,597.83	100.0%
7439-06 · FEMA Training & Conferences	350.00		350.00	100.0%
7439-07 · River Wranglers	4,459.93		4,459.93	100.0%
7439-00 · FEMA MAS #10 - Other	3,111.24	68,905.00	-65,793.76	4.5%
Total 7439-00 · FEMA MAS #10	87,688.57	68,905.00	18,783.57	127.3%
7440-00 · FEMA - MAS #11				
7440-12 · Travel	732.63		732.63	100.0%
7440-15 · Conference	263.36		263.36	100.0%
7440-21 · Ruhenstroth ADMP -JE Fuller	57,942.80		57,942.80	100.0%
7440-31 · Smelter Creek LOMR -Kimley Horn	61,335.50		61,335.50	100.0%
7440-40 · 2022 Flood Awareness	75.00		75.00	100.0%
7440-51 · Clear Creek LOMR -Cardno	77,092.50		77,092.50	100.0%
7440-61 · CV Flood Forecast Model -HDR	37,836.10		37,836.10	100.0%
7440-71 · Web Access System-Michael Baker				
7440-72 · MB Web Access Match	7,200.00		7,200.00	100.0%

For internal & discussion purposes only.

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss Budget vs. Actual

06/02/22

Cash Basis

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
7440-71 · Web Access System-Michael Baker - Other	122,588.16		122,588.16	100.0%
Total 7440-71 · Web Access System-Michael Baker	129,788.16		129,788.16	100.0%
7440-00 · FEMA - MAS #11 - Other	161.89	384,995.00	-384,833.11	0.0%
Total 7440-00 · FEMA - MAS #11	365,227.94	384,995.00	-19,767.06	94.9%
7441-00 · FEMA - MAS #12				
7441-02 · Carson City EAST ADMP - KH	1,202.50		1,202.50	100.0%
7441-03 · VC 6-Mile Cyn ADMP-Lumos	5,380.90		5,380.90	100.0%
7441-05 · Ramsey Cyn Flood Study-HMC	8,550.00		8,550.00	100.0%
7441-06 · DoCty CV Flood Study-HDR	9,076.00		9,076.00	100.0%
7441-07 · Trvl/Hotel/Meals/Conf/Mileage	17.26		17.26	100.0%
7441-09 · Mural Project-Jungle Designs	2,361.31		2,361.31	100.0%
7441-00 · FEMA - MAS #12 - Other	314.79		314.79	100.0%
Total 7441-00 · FEMA - MAS #12	26,902.76		26,902.76	100.0%
7500-00 · USGS Stream Gage Contract				
7500-04 · USGS Stream Flow Gauges 21-23	58,275.50	77,022.00	-18,746.50	75.7%
Total 7500-00 · USGS Stream Gage Contract	58,275.50	77,022.00	-18,746.50	75.7%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-04 · DoCo WQ/GW Mon. 2021-23	10,792.50	16,800.00	-6,007.50	64.2%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	10,792.50	16,800.00	-6,007.50	64.2%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22	3,153.17	5,930.00	-2,776.83	53.2%
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	3,153.17	5,930.00	-2,776.83	53.2%
7526-01 · USGS Middle Carson GW 2020-22	7,625.00	15,250.00	-7,625.00	50.0%
7529-00 · USGS Water Resources 2022-24	13,900.00		13,900.00	100.0%
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM	4.95	5.00	-0.05	99.0%
7600-10 · Al.Co.-Mesa GW Monitoring	41.17	2.00	39.17	2,058.5%
7600-13 · AWG Programs 2021-22	25,000.00	25,000.00		100.0%
Total 7600-00 · Alpine County Projects	25,046.12	25,007.00	39.12	100.2%
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%
7630-00 · Lyon County Projects				
7630-12 · HWY 50 Right-of-Way Project Exp	172.00		172.00	100.0%
Total 7630-00 · Lyon County Projects	172.00		172.00	100.0%
7640-00 · Churchill County Projects				
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21	8,295.00		8,295.00	100.0%
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22	14,019.47	23,000.00	-8,980.53	61.0%
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24		14,500.00	-14,500.00	
7640-21 · TCID-Diversion Dam 2021-22	50,000.00	50,000.00		100.0%
Total 7640-00 · Churchill County Projects	72,314.47	87,500.00	-15,185.53	82.6%
Total Expense	1,776,951.03	2,267,481.00	-490,529.97	78.4%
Net Ordinary Income	343,702.26	36,433.08	307,269.18	943.4%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		578,688.35	-578,688.35	
8009-00 · Trans. In-Floodplain Mgmt. Fd.	7,200.00		7,200.00	100.0%
Total Other Income	7,200.00	578,688.35	-571,488.35	1.2%
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund		105,000.00	-105,000.00	
8008-00 · Preliminary Planning		400,000.00	-400,000.00	
Total Other Expense		505,000.00	-505,000.00	

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/22

Profit & Loss Budget vs. Actual

Cash Basis

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
Net Other Income	7,200.00	73,688.35	-66,488.35	9.8%
Net Income	350,902.26	110,121.43	240,780.83	318.7%

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/22

Profit & Loss YTD Comparison

Cash Basis

May 2022

	May 22	Jul '21 - May 22
Ordinary Income/Expense		
Income		
5007-00 · Storey County Contribution		11,423.11
5008-00 · Alpine Co. Joint Powers contrib		197,255.09
5009-00 · Churchill County Ad Valorem		190,812.85
5010-00 · Lyon County Ad Valorem		647,663.47
5011-00 · Douglas County Ad Valorem	9,709.01	459,258.35
5012-00 · Carson City Ad Valorem	72,164.75	
5022-00 · Water Lease - Mud Lake		642.00
5023-00 · Water Lease-Lost Lakes		1,301.08
5031-00 · Interest Income-LGIP Reg.	311.60	
5050-00 · Watershed Coordinator Grant		
5050-13 · NDEP-WS Coord IV 2019-2022		75,230.58
Total 5050-00 · Watershed Coordinator Grant		75,230.58
5082-00 · Alpine Co.-CASGEM Grant		1,601.82
5083-00 · Al.Co.-Mesa GW Monitoring Grant		1,605.06
6004-00 · BOR WaterSMART Grant		
6005-00 · FEMA -MAS #10	2,568.78	105,067.48
6006-00 · FEMA-MAS #11	30,941.04	376,180.62
6007-00 · FEMA-MAS #12	11,961.07	52,611.78
Total Income	127,656.25	2,120,653.29
Expense		
66900 · Reconciliation Discrepancies		-0.01
7015-00 · Salaries & Wages	35,046.36	403,443.06
7020-00 · Employee Benefits	14,060.81	157,878.20
7021-00 · Workers Comp Ins.	93.00	1,082.92
7101-00 · Director's Fees		
7101-01 · Director Benefits	11.52	129.44
7101-02 · Director's Fees-Alpine Co.	160.00	2,081.81
7101-00 · Director's Fees - Other	640.00	8,485.15
Total 7101-00 · Director's Fees	811.52	10,696.40
7102-00 · Insurance		5,106.03
7103-00 · Office Supplies	67.16	2,556.37
7104-00 · Postage	98.45	1,266.71
7105-00 · Rent	3,240.00	35,640.00
7106-00 · Telephone/Internet	344.93	5,545.40
7107-00 · Travel-transport/meals/lodging		
7107-02 Staff Indirect Mileage		142.69
7107-01 · Car Allowance	500.00	5,750.00
7107-00 · Travel-transport/meals/lodging - Other	1,077.78	4,971.58
Total 7107-00 · Travel-transport/meals/lodging	1,577.78	10,864.27
7108-00 · Dues & Publications	106.88	625.88
7110-00 · Seminars & Education		330.00
7111-00 · Office Equipment		2,472.31
7112-00 · Bank Charges		25.00
7114-00 · Outside Professional Services	468.75	11,828.77
7115-00 · Accounting		13,900.00
7116-00 · Legal		18,000.00
7117-00 · Lost Lakes Expenses		10,948.55
7118-00 · Mud Lake O & M	1,153.07	1,153.07
7120-00 · Integrated Watershed Programs		
7120-33 · Watershed Coord IV 2019-22		
7120-34 · WS Coord Grant MATCH 2019-22		
7120-35 · WS COORD MATCH - Travel		325.36
7120-36 · WS COORD MATCH - Operations		217.00
Total 7120-34 · WS Coord Grant MATCH 2019-22		542.36
7120-38 · WS COORD-REIMBURSABLE		
7120-39 · WS COORD REIMB - Travel		349.27
7120-40 · WS COORD REIMB- Operations		240.87
7120-43 · WS COORD REIMB- NEON		21,300.00
Total 7120-38 · WS COORD-REIMBURSABLE		21,890.14
7120-33 · Watershed Coord IV 2019-22 - Other		118.51
Total 7120-33 · Watershed Coord IV 2019-22		22,551.01
7120-44 · NDEP WS Coord V -1/1-12/31/2023		

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/22

Profit & Loss YTD Comparison

Cash Basis

May 2022

	May 22	Jul '21 - May 22
7120-45 · WS Coord Grant MATCH 2022-23		
7120-46 · WS COORD MATCH-Travel		290.79
7120-47 · WS COORD MATCH - Operations		2,305.16
7120-48 · WS COORD MATCH -NEON		1,700.00
Total 7120-45 · WS Coord Grant MATCH 2022-23		4,295.95
7120-49 · WS COORD-REIMBURSABLE		
7120-52 · WS COORD REIMB- Operations	15.53	133.03
7120-53 · WS COORD REIMB- NEON		2,350.00
Total 7120-49 · WS COORD-REIMBURSABLE	15.53	2,483.03
Total 7120-44 · NDEP WS Coord V -1/1-12/31/2023	15.53	6,778.98
Total 7120-00 · Integrated Watershed Programs	15.53	29,329.99
7217-00 · Alluvial Fan Study (match)		1.12
7218-00 · Douglas Cty LID Project (match)		266.70
7332-00 · Carson River Work Days		
7332-06 · CR Work Days 2020-21		
7332-07 · CR Work Days 2021-22		20,392.26
Total 7332-00 · Carson River Work Days		20,392.26
7337-00 · Carson River Restoration		
7337-01 · Carson Valley Conserv District		
7337-26 · CVCD - Westwood Channel 2020-21		
7337-27 · CVCD - Bio & Debris Remove 21-22	50,723.01	75,000.00
7337-28 · CVCD - West Fork Bank 2021-22		100,000.00
Total 7337-01 · Carson Valley Conserv District	50,723.01	175,000.00
7337-03 · Dayton Valley Conserv		
7337-34 · DVCD Bank Stab/Dayton Br (EXT)		
7337-36 · DVCD - Fort Churchill 2020-21		
Total 7337-03 · Dayton Valley Conserv		
Total 7337-00 · Carson River Restoration	50,723.01	175,000.00
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		
7438-00 · BOR WaterSMART Market Program		
7438-01 · Water Mktg Study-LUMOS 2019-21		
7438-02 · BOR WaterSmart-LUMOS MATCH		
7438-01 · Water Mktg Study-LUMOS 2019-21 - Other		
Total 7438-01 · Water Mktg Study-LUMOS 2019-21		
Total 7438-00 · BOR WaterSMART Market Program		
7439-00 · FEMA MAS #10		
7439-02 · West CC Study (Kimley-Horn)		169.57
7439-05 · Ch Cty Flood Maps (HDR)	1,841.87	79,597.83
7439-06 · FEMA Training & Conferences		350.00
7439-07 · River Wranglers		4,459.93
7439-00 · FEMA MAS #10 - Other	0.17	3,111.24
Total 7439-00 · FEMA MAS #10	1,842.04	87,688.57
7440-00 · FEMA - MAS #11		
7440-12 · Travel		732.63
7440-15 · Conference	218.36	263.36
7440-21 · Ruhenstroth ADMP -JE Fuller		57,942.80
7440-31 · Smelter Creek LOMR -Kimley Horn		61,335.50
7440-40 · 2022 Flood Awareness	75.00	75.00
7440-51 · Clear Creek LOMR -Cardno	11,646.25	77,092.50
7440-61 · CV Flood Forecast Model -HDR	1,332.28	37,836.10
7440-71 · Web Access System-Michael Baker		
7440-72 · MB Web Access Match		7,200.00
7440-71 · Web Access System-Michael Baker - Other	14,560.44	122,588.16
Total 7440-71 · Web Access System-Michael Baker	14,560.44	129,788.16

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

May 2022

	May 22	Jul '21 - May 22
7440-00 · FEMA - MAS #11 - Other	15.91	161.89
Total 7440-00 · FEMA - MAS #11	27,848.24	365,227.94
7441-00 · FEMA - MAS #12		
7441-02 · Carson City EAST ADMP - KH	1,202.50	1,202.50
7441-03 · VC 6-Mile Cyn ADMP-Lumos	5,380.90	5,380.90
7441-05 · Ramsey Cyn Flood Study-HMC		8,550.00
7441-06 · DoCty CV Flood Study-HDR	750.30	9,076.00
7441-07 · Trvl/Hotel/Meals/Conf/Mileage		17.26
7441-09 · Mural Project-Jungle Designs	2,361.31	2,361.31
7441-00 · FEMA - MAS #12 - Other	6.01	314.79
Total 7441-00 · FEMA - MAS #12	9,701.02	26,902.76
7500-00 · USGS Stream Gage Contract		
7500-03 · USGS Stream Flow Gauges 2019-21		
7500-04 · USGS Stream Flow Gauges 21-23		58,275.50
Total 7500-00 · USGS Stream Gage Contract		58,275.50
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-03 · DoCo WQ/GW Mon. 2019-21		
7508-04 · DoCo WQ/GW Mon. 2021-23		10,792.50
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		10,792.50
7524-00 · USGS-GW Lvl & WQ in Ch.Co.		
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-22		3,153.17
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		3,153.17
7526-01 · USGS Middle Carson GW 2020-22		7,625.00
7529-00 · USGS Water Resources 2022-24		13,900.00
7600-00 · Alpine County Projects		
7600-09 · Al.Co.-CASGEM		4.95
7600-10 · Al.Co.-Mesa GW Monitoring		41.17
7600-13 · AWG Programs 2021-22		25,000.00
Total 7600-00 · Alpine County Projects		25,046.12
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00
Total 7610-00 · Douglas County Projects		125,000.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
Total 7620-00 · Carson City Projects		62,500.00
7630-00 · Lyon County Projects		
7630-12 · HWY 50 Right-of-Way Project Exp		172.00
Total 7630-00 · Lyon County Projects		172.00
7640-00 · Churchill County Projects		
7640-09 · Lahontan Vly.Wtr.Lvl. 2018-21		8,295.00
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22		14,019.47
7640-21 · TCID-Diversion Dam 2021-22		50,000.00
Total 7640-00 · Churchill County Projects		72,314.47
Total Expense	147,198.55	1,776,951.03
Net Ordinary Income	-19,542.30	343,702.26
Other Income/Expense		
Other Income		
8009-00 · Trans. In-Floodplain Mgmt. Fd.	7,200.00	7,200.00
Total Other Income	7,200.00	7,200.00
Net Other Income	7,200.00	7,200.00
Net Income	-12,342.30	350,902.26

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CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

06/02/22

Balance Sheet

Cash Basis

As of May 31, 2022

	May 31, 22
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	931,649.89
Total Checking/Savings	931,649.89
Total Current Assets	931,649.89
TOTAL ASSETS	931,649.89
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	930,103.16
Net Income	1,546.73
Total Equity	931,649.89
TOTAL LIABILITIES & EQUITY	931,649.89

Profit & Loss Budget vs. Actual

July 2021 through May 2022

	Jul '21 - May 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	1,546.73	2,790.67	-1,243.94	55.4%
Total Income	1,546.73	2,790.67	-1,243.94	55.4%
Expense				
8015-04 · Construction Projects		800,000.00	-800,000.00	
8015-05 · Right-A-Way Lyon Cty Utility SS		25,000.00	-25,000.00	
8015-06 · USBR Regional WS Mgmt Plan		25,000.00	-25,000.00	
Total Expense		850,000.00	-850,000.00	
Net Ordinary Income	1,546.73	-847,209.33	848,756.06	-0.2%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		797,333.00	-797,333.00	
8001-01 · Transfer In-General Fund		105,000.00	-105,000.00	
Total Other Income		902,333.00	-902,333.00	
Net Other Income		902,333.00	-902,333.00	
Net Income	1,546.73	55,123.67	-53,576.94	2.8%

CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

Profit & Loss YTD Comparison

May 2022

	May 22	Jul '21 - May 22
Ordinary Income/Expense		
Income		
5032-01 - Interest Income - LGIP Res.	351.40	1,546.73
Total Income	351.40	1,546.73
Net Ordinary Income	351.40	1,546.73
Net Income	351.40	1,546.73

AGENDA ITEM #8

PAYMENT OF BILLS

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06/02/22
Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
May 2022

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 · Cash in Checking - U. S. Bank						
Deposit	05/04/2022			Deposit	69,231.44	69,231.44
Check	05/04/2022	ACH	RDM Infinity, LLC	Invoice #42356 Tech Services	-468.75	68,762.69
Check	05/04/2022	10569	Euronev, Ltd.	#carwater May Rent	-3,240.00	65,522.69
Check	05/04/2022	10570	Dayton Area Chamber of Commerce	Dayton Valley Days Registration	-75.00	65,447.69
Check	05/04/2022	10571	Nevada Div. of Water Resources	License Renewal	-20.00	65,427.69
Check	05/04/2022	10572	HDR Engineering, Inc.	April Invoices	-3,924.45	61,503.24
Check	05/04/2022	10573	Local Government Investment Pool	For deposit/CWSD General	-150,000.00	-88,496.76
Check	05/05/2022	10574	Michael Baker International, Inc.	Inv#1146424	-14,560.44	-103,057.20
Check	05/09/2022	10575	Nevada Appeal	Acct# 2092; Ad#24002	-86.88	-103,144.08
Check	05/09/2022	10576	Pacific Office Automation	Acct#710047	-86.84	-103,230.92
Check	05/10/2022	10577	Jungle Designs	VOID		-103,230.92
Check	05/13/2022	10578	Carson City	CWSD Payroll #10	-24,509.90	-127,740.82
Check	05/13/2022	10579	Lumos & Assoc., Inc.	Inv#112828 Proj#10679	-5,380.90	-133,121.72
Check	05/13/2022	10580	Cardno, Inc.	INV#331801	-11,646.25	-144,767.97
Deposit	05/16/2022			Deposit	9,709.01	-135,058.96
Check	05/19/2022	ACH	Charter Communications	Acct#8354110010917880	-329.94	-135,388.90
Check	05/19/2022	10581	Catrina Schambra	5/18/22 Bd Dinner	-329.93	-135,718.29
Check	05/19/2022	10582	Shane Fryer	5/18/22 Bd Dinner Drinks	-35.34	-135,753.63
Check	05/19/2022	10583	David Griffith	May Director Fee	-80.00	-135,833.63
Check	05/19/2022	10584	January Riddle	AlCity Dir Fee-May 2022	-80.00	-135,913.63
Check	05/24/2022	10585	Kimley-Horn & Associates, Inc.	21083724	-1,202.50	-137,116.13
Check	05/24/2022	10586	Carson Valley Conservation District	Bio #2021-1	-50,723.01	-187,839.14
Check	05/24/2022	10587	Edwin James	5/23/22 Event Reimbursement	-539.36	-188,378.50
Check	05/24/2022	10588	Deborah Neddenriep	FEMA Conference	-52.09	-188,430.59
Check	05/24/2022	10589	Office Depot Business Credit	Acct #6011 5685 11775 7761	-120.49	-188,551.08
Check	05/24/2022	10590	Bank of America	Acct. #4024 4910 0003 3949	-453.40	-189,004.48
Deposit	05/25/2022			Deposit	3,035.86	-185,968.62
Check	05/26/2022	10591	Carson City	CWSD Payroll #11	-25,748.79	-211,717.41
Check	05/26/2022	10592	Nevada Retail Network SIG	2021 Audit Adjustment	-93.00	-211,810.41
Check	05/26/2022	10593	Debra Fong	FEMA Mural Project	-2,361.31	-214,171.72
Check	05/26/2022	10594	Water Master	Mud Lake Water Right 2020-21	-1,153.07	-215,324.79
Deposit	05/31/2022			Deposit	45,470.89	-169,853.90
Total 1013-00 · Cash in Checking - U. S. Bank					-169,853.90	-169,853.90
1014-00 · Local Gov't Inv. Pool-Regular						
Deposit	05/01/2022			Interest	311.60	311.60
Check	05/04/2022	10573	Local Government Investment Pool	CWSD investment in General Fund LGIP	150,000.00	150,311.60
General Jo...	05/05/2022			Web Access Hosting (MB)	7,200.00	157,511.60
Total 1014-00 · Local Gov't Inv. Pool-Regular					157,511.60	157,511.60
3307-00 · CC Payroll Due						
General Jo...	05/13/2022			Payroll #10 (4/22/2022-5/5/2022)	-24,509.90	-24,509.90
Check	05/13/2022	10578	Carson City	Payroll #10 (4/22/2022-5/5/2022)	24,509.90	
General Jo...	05/26/2022			Payroll #11 (5/6/2022-5/19/2022)	-25,961.86	-25,961.86
General Jo...	05/26/2022			May Meals	213.07	-25,748.79
Check	05/26/2022	10591	Carson City	Payroll #11 (5/6/2022-5/19/2022)	25,748.79	
Total 3307-00 · CC Payroll Due						
5011-00 · Douglas County Ad Valorem						
Deposit	05/16/2022	728717	Douglas County	April Ad Valorem Taxes	-9,709.01	-9,709.01
Total 5011-00 · Douglas County Ad Valorem					-9,709.01	-9,709.01
5012-00 · Carson City Ad Valorem						
Deposit	05/04/2022	90309...	Carson City	March Ad Valorem Taxes	-69,128.89	-69,128.89
Deposit	05/25/2022	90309...	Carson City	April Ad Valorem Taxes	-3,035.86	-72,164.75
Total 5012-00 · Carson City Ad Valorem					-72,164.75	-72,164.75
5031-00 · Interest Income-LGIP Reg.						
Deposit	05/01/2022			Interest	-311.60	-311.60
Total 5031-00 · Interest Income-LGIP Reg.					-311.60	-311.60
6005-00 · FEMA -MAS #10						
Deposit	05/31/2022		FEMA	Draw 27	-2,568.78	-2,568.78
Total 6005-00 · FEMA -MAS #10					-2,568.78	-2,568.78
6006-00 · FEMA-MAS #11						
Deposit	05/31/2022		FEMA	Draw 16	-30,941.04	-30,941.04
Total 6006-00 · FEMA-MAS #11					-30,941.04	-30,941.04
6007-00 · FEMA-MAS #12						
Deposit	05/31/2022		FEMA	Draw 3	-11,961.07	-11,961.07

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
May 2022

Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 6007-00 - FEMA-MAS #12					-11,961.07	-11,961.07
7015-00 - Salaries & Wages						
General Jo...	05/13/2022			Salary Payroll #10 Farnham	390.60	390.60
General Jo...	05/13/2022			Salary Payroll #10 Fryer	2,678.03	3,068.63
General Jo...	05/13/2022			Salary Payroll #10 Hunt	3,158.70	6,227.33
General Jo...	05/13/2022			Salary Payroll #10 James	6,029.60	12,256.93
General Jo...	05/13/2022			Salary Payroll #10 Neddenriep	2,390.23	14,647.16
General Jo...	05/26/2022			Salary Payroll #10 Schambra	2,696.78	17,343.94
General Jo...	05/26/2022			Salary Payroll #11 Fryer	3,007.58	20,351.52
General Jo...	05/26/2022			Salary Payroll #11 Hunt	3,087.79	23,439.31
General Jo...	05/26/2022			Salary Payroll #11 James	6,029.60	29,468.91
General Jo...	05/26/2022			Salary Payroll #11 Neddenriep	2,919.39	32,388.30
General Jo...	05/26/2022			Salary Payroll #11 Schambra	2,716.17	35,104.47
General Jo...	05/26/2022			May Meals	-58.11	35,046.36
Total 7015-00 - Salaries & Wages					35,046.36	35,046.36
7020-00 - Employee Benefits						
General Jo...	05/13/2022			Benies Payroll #10 Farnham	5.66	5.66
General Jo...	05/13/2022			Benies Payroll #10 Fryer	793.35	799.01
General Jo...	05/13/2022			Benies Payroll #10 Hunt	1,532.67	2,331.68
General Jo...	05/13/2022			Benies Payroll #10 James	2,451.86	4,783.54
General Jo...	05/13/2022			Benies Payroll #10 Neddenriep	1,126.10	5,909.64
General Jo...	05/26/2022			Benies Payroll #10 Schambra	1,006.32	6,915.96
General Jo...	05/26/2022			Benies Payroll #11 Fryer	890.41	7,806.37
General Jo...	05/26/2022			Benies Payroll #11 Hunt	1,504.78	9,311.15
General Jo...	05/26/2022			Benies Payroll #11 James	2,451.86	11,763.01
General Jo...	05/26/2022			Benies Payroll #11 Neddenriep	1,291.20	13,054.21
General Jo...	05/26/2022			Benies Payroll #11 Schambra	1,006.60	14,060.81
Total 7020-00 - Employee Benefits					14,060.81	14,060.81
7021-00 - Workers Comp Ins.						
Check	05/26/2022	10592	Nevada Retail Network SIG	2021 Audit Adjustment NRN 1086-2021-01	93.00	93.00
Total 7021-00 - Workers Comp Ins.					93.00	93.00
7101-00 - Director's Fees						
7101-01 - Director Benefits						
General Jo...	05/13/2022			Director Benies Payroll #10 Gardner		
General Jo...	05/13/2022			Director Benies Payroll #10 Giomi		
General Jo...	05/13/2022			Director Benies Payroll #10 Gray		
General Jo...	05/13/2022			Director Benies Payroll #10 Hindle		
General Jo...	05/13/2022			Director Benies Payroll #10 Nelson		
General Jo...	05/13/2022			Director Benies Payroll #10 Olsen		
General Jo...	05/13/2022			Director Benies Payroll #10 Schank		
General Jo...	05/13/2022			Director Benies Payroll #10 Schuette		
General Jo...	05/13/2022			Director Benies Payroll #10 Stodieck		
General Jo...	05/13/2022			Director Benies Payroll #10 Uhart		
General Jo...	05/13/2022			Director Benies Payroll #10 Workman		
General Jo...	05/26/2022			Director Benies Payroll #11 Gardner		
General Jo...	05/26/2022			Director Benies Payroll #11 Giomi	1.44	1.44
General Jo...	05/26/2022			Director Benies Payroll #11 Gray	1.44	2.88
General Jo...	05/26/2022			Director Benies Payroll #11 Hindle	1.44	4.32
General Jo...	05/26/2022			Director Benies Payroll #11 Nelson	1.44	5.76
General Jo...	05/26/2022			Director Benies Payroll #11 Olsen		5.76
General Jo...	05/26/2022			Director Benies Payroll #11 Schank		5.76
General Jo...	05/26/2022			Director Benies Payroll #11 Schuette	1.44	7.20
General Jo...	05/26/2022			Director Benies Payroll #11 Stodieck	1.44	8.64
General Jo...	05/26/2022			Director Benies Payroll #11 Uhart	1.44	10.08
General Jo...	05/26/2022			Director Benies Payroll #11 Workman	1.44	11.52
Total 7101-01 - Director Benefits					11.52	11.52
7101-02 - Director's Fees-Alpine Co.						
Check	05/19/2022	10583	David Griffith	May Director Fee	80.00	80.00
Check	05/19/2022	10584	January Riddle	AICty Dir Fee-May 2022	80.00	160.00
Total 7101-02 - Director's Fees-Alpine Co.					160.00	160.00
7101-00 - Director's Fees - Other						
General Jo...	05/13/2022			Director Fee Payroll #10 Gardner		
General Jo...	05/13/2022			Director Fee Payroll #10 Giomi		
General Jo...	05/13/2022			Director Fee Payroll #10 Gray		
General Jo...	05/13/2022			Director Fee Payroll #10 Hindle		
General Jo...	05/13/2022			Director Fee Payroll #10 Nelson		
General Jo...	05/13/2022			Director Fee Payroll #10 Olsen		
General Jo...	05/13/2022			Director Fee Payroll #10 Schank		
General Jo...	05/13/2022			Director Fee Payroll #10 Schuette		
General Jo...	05/13/2022			Director Fee Payroll #10 Stodieck		

For internal & discussion purposes only.

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

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Transaction Detail by Account

Cash Basis

May 2022

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	05/13/2022			Director Fee Payroll #10 Uhart		
General Jo...	05/13/2022			Director Fee Payroll #10 Workman		
General Jo...	05/26/2022			Director Fee Payroll #11 Gardner		
General Jo...	05/26/2022			Director Fee Payroll #11 Giomi	99.37	99.37
General Jo...	05/26/2022			Director Fee Payroll #11 Gray	99.37	198.74
General Jo...	05/26/2022			Director Fee Payroll #11 Hindle	99.37	298.11
General Jo...	05/26/2022			Director Fee Payroll #11 Nelson	99.37	397.48
General Jo...	05/26/2022			Director Fee Payroll #11 Olsen		397.48
General Jo...	05/26/2022			Director Fee Payroll #11 Schank		397.48
General Jo...	05/26/2022			Director Fee Payroll #11 Schuette	99.37	496.85
General Jo...	05/26/2022			Director Fee Payroll #11 Stodieck	99.37	596.22
General Jo...	05/26/2022			Director Fee Payroll #11 Uhart	99.37	695.59
General Jo...	05/26/2022			Director Fee Payroll #11 Workman	99.37	794.96
General Jo...	05/26/2022			May Meals	-154.96	640.00
Total 7101-00 · Director's Fees - Other					640.00	640.00
Total 7101-00 · Director's Fees					811.52	811.52
7103-00 · Office Supplies						
Deposit	05/04/2022	1431	River Wranglers	April Copies	-102.55	-102.55
Check	05/09/2022	10576	Pacific Office Automation	APR Color Copies	58.84	-43.71
Check	05/09/2022	10576	Pacific Office Automation	APR B&W Copies	28.00	-15.71
Check	05/24/2022	10589	Office Depot Business Credit	Easel Pad; Copy Paper; misc office supplies	120.49	104.78
General Jo...	05/31/2022			May Copies	-37.62	67.16
Total 7103-00 · Office Supplies					67.16	67.16
7104-00 · Postage						
Check	05/24/2022	10590	Bank of America	Postage	98.45	98.45
Total 7104-00 · Postage					98.45	98.45
7105-00 · Rent						
Check	05/04/2022	10569	Euronev, Ltd.	May 2022 Rent	3,240.00	3,240.00
Total 7105-00 · Rent					3,240.00	3,240.00
7106-00 · Telephone/Internet						
Check	05/19/2022	ACH	Charter Communications	MAY Phone/Internet Svcs.	329.94	329.94
Check	05/24/2022	10590	Bank of America	Credit from Media Temple SSL Certificate overcharge	-120.00	209.94
Check	05/24/2022	10590	Bank of America	MAY ZOOM.US (inc. upgraded cloud storage from ...	54.99	264.93
Check	05/24/2022	10590	Bank of America	MAY -Microsoft 365	5.00	269.93
Check	05/24/2022	10590	Bank of America	MAY - Microsoft Internet	75.00	344.93
Total 7106-00 · Telephone/Internet					344.93	344.93
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
General Jo...	05/13/2022			Car Allowance Payroll #10 James	250.00	250.00
General Jo...	05/26/2022			Car Allowance Payroll #11 James	250.00	500.00
Total 7107-01 · Car Allowance					500.00	500.00
7107-00 · Travel-transport/meals/lodging - Other						
Check	05/19/2022	10581	Catrina Schambra	5/18/22 Bd Dinner Reimbursement	329.39	329.39
Check	05/19/2022	10582	Shane Fryer	5/18/22 Bd Dinner Drinks Assortment	35.34	364.73
Check	05/24/2022	10587	Edwin James	Airfare: 5/23/22 Speaking @ Legislature/Las Vegas	429.96	794.69
Check	05/24/2022	10587	Edwin James	5/23/22 Car Rental 5/23/22 event	62.06	856.75
Check	05/24/2022	10587	Edwin James	5/23/22 Parking Fee 5/23/22 event	17.00	873.75
Check	05/24/2022	10587	Edwin James	5/23/22 Gas/Rental car 5/23/22 event	14.76	888.51
Check	05/24/2022	10587	Edwin James	Breakfast 5/23/22 event	15.58	904.09
Check	05/24/2022	10590	Bank of America	4/20/22 Board meeting working dinner	173.69	1,077.78
Total 7107-00 · Travel-transport/meals/lodging - Other					1,077.78	1,077.78
Total 7107-00 · Travel-transport/meals/lodging					1,577.78	1,577.78
7108-00 · Dues & Publications						
Check	05/04/2022	10571	Nevada Div. of Water Resources	State Water Right Surveyor licence renewal (July 1, ...	20.00	20.00
Check	05/09/2022	10575	Nevada Appeal	FY 22-23 Public Budget Hearing Ad published 5/7/2...	86.88	106.88
Total 7108-00 · Dues & Publications					106.88	106.88
7114-00 · Outside Professional Services						
Check	05/04/2022	ACH	RDM Infinity, LLC	Invoice #42356 Tech Services	468.75	468.75
Total 7114-00 · Outside Professional Services					468.75	468.75
7118-00 · Mud Lake O & M						
Check	05/26/2022	10594	Water Master	Water Right - Mud Lake (Carson River Claimant #4...	1,153.07	1,153.07

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Transaction Detail by Account

May 2022

Type	Date	Num	Name	Memo	Paid Amount	Balance
Total 7118-00 · Mud Lake O & M					1,153.07	1,153.07
7120-00 · Integrated Watershed Programs						
7120-44 · NDEP WS Coord V -1/1-12/31/2023						
7120-49 · WS COORD-REIMBURSABLE						
7120-52 · WS COORD REIMB- Operations						
General Jo... 05/31/2022				May Copies	15.53	15.53
Total 7120-52 · WS COORD REIMB- Operations					15.53	15.53
Total 7120-49 · WS COORD-REIMBURSABLE					15.53	15.53
Total 7120-44 · NDEP WS Coord V -1/1-12/31/2023					15.53	15.53
Total 7120-00 · Integrated Watershed Programs					15.53	15.53
7337-00 · Carson River Restoration						
7337-01 · Carson Valley Conserv District						
7337-27 · CVCD - Bio & Debris Remove 21-22						
Check 05/24/2022 10586 Carson Valley Conservation District				INV #3 Bioengineering (FINAL)	50,723.01	50,723.01
Total 7337-27 · CVCD - Bio & Debris Remove 21-22					50,723.01	50,723.01
Total 7337-01 · Carson Valley Conserv District					50,723.01	50,723.01
Total 7337-00 · Carson River Restoration					50,723.01	50,723.01
7439-00 · FEMA MAS #10						
7439-05 · Ch Cty Flood Maps (HDR)						
Check 05/04/2022 10572 HDR Engineering, Inc.				Ch Cty PMR 3/27/22-4/23/22	1,841.87	1,841.87
Total 7439-05 · Ch Cty Flood Maps (HDR)					1,841.87	1,841.87
7439-00 · FEMA MAS #10 - Other						
General Jo... 05/31/2022				May Copies	0.17	0.17
Total 7439-00 · FEMA MAS #10 - Other					0.17	0.17
Total 7439-00 · FEMA MAS #10					1,842.04	1,842.04
7440-00 · FEMA - MAS #11						
7440-15 · Conference						
Check 05/24/2022 10588 Deborah Neddenriep				Uber & Meals reimbursemet FEMA Conference	52.09	52.09
Check 05/24/2022 10590 Bank of America				FEMA Conference Name Badge (overnight)	90.65	142.74
Check 05/24/2022 10590 Bank of America				Baggage Fee American Airlines	30.00	172.74
Check 05/24/2022 10590 Bank of America				FEMA Conference Meals	45.62	218.36
Total 7440-15 · Conference					218.36	218.36
7440-40 · 2022 Flood Awareness						
Check 05/04/2022 10570 Dayton Area Chamber of Commerce				Flood Awareness Booth 9/17/2022 Registration - Da...	75.00	75.00
Total 7440-40 · 2022 Flood Awareness					75.00	75.00
7440-51 · Clear Creek LOMR -Cardno						
Check 05/13/2022 10580 Cardno, Inc.				Inv#331801 thru 4/29/2022	11,646.25	11,646.25
Total 7440-51 · Clear Creek LOMR -Cardno					11,646.25	11,646.25
7440-61 · CV Flood Forecast Model -HDR						
Check 05/04/2022 10572 HDR Engineering, Inc.				CV Flood Forecast Model 3/27/22-4/23/22	1,332.28	1,332.28
Total 7440-61 · CV Flood Forecast Model -HDR					1,332.28	1,332.28
7440-71 · Web Access System-Michael Baker						
Check 05/05/2022 10574 Michael Baker International, Inc.				Services thru 5/1/2022	14,560.44	14,560.44
Total 7440-71 · Web Access System-Michael Baker					14,560.44	14,560.44
7440-00 · FEMA - MAS #11 - Other						
General Jo... 05/31/2022				May Copies	15.91	15.91
Total 7440-00 · FEMA - MAS #11 - Other					15.91	15.91
Total 7440-00 · FEMA - MAS #11					27,848.24	27,848.24
7441-00 · FEMA - MAS #12						
7441-02 · Carson City EAST ADMP - KH						
Check 05/24/2022 10585 Kimley-Horn & Associates, Inc.				SECC ADMP -Svcs thru April 30, 2022	1,202.50	1,202.50
Total 7441-02 · Carson City EAST ADMP - KH					1,202.50	1,202.50
7441-03 · VC 6-Mile Cyn ADMP-Lumos						

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
May 2022

Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	05/13/2022	10579	Lumos & Assoc., Inc.	Professional Services 4/1/22-4/30/22	5,380.90	5,380.90
Total 7441-03 · VC 6-Mile Cyn ADMP-Lumos					5,380.90	5,380.90
7441-06 · DoCty CV Flood Study-HDR						
Check	05/04/2022	10572	HDR Engineering, Inc.	CV Flood Study 3/27/22-4/23/22	750.30	750.30
Total 7441-06 · DoCty CV Flood Study-HDR					750.30	750.30
7441-09 · Mural Project-Jungle Designs						
Check	05/10/2022	10577	Jungle Designs	VOID		
Check	05/26/2022	10593	Debra Fong	Replaces VOIDED Check #10556 4/10/2022	1,200.00	1,200.00
Check	05/26/2022	10593	Debra Fong	Replaces VOIDED Check #10577 5/10/2022	1,161.31	2,361.31
Total 7441-09 · Mural Project-Jungle Designs					2,361.31	2,361.31
7441-00 · FEMA - MAS #12 - Other						
General Jo...	05/31/2022			May Copies	6.01	6.01
Total 7441-00 · FEMA - MAS #12 - Other					6.01	6.01
Total 7441-00 · FEMA - MAS #12					9,701.02	9,701.02
8009-00 · Trans. In-Floodplain Mgmt. Fd.						
General Jo...	05/05/2022			Web Access Hosting (MB)	-7,200.00	-7,200.00
Total 8009-00 · Trans. In-Floodplain Mgmt. Fd.					-7,200.00	-7,200.00
TOTAL						

AGENDA ITEM #9

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #9 – For Possible Action: Approval of Agreement #2022-7
Carson Valley Conservation District – Genoa River Restoration & Flood
Damage, not to exceed \$210,000

DISCUSSION: Attached is Agreement #2022-7 with Carson Valley Conservation District.
Funding for this project was approved in the 2022-23 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for Genoa River Restoration & Flood Damage Recovery Phase 3

This contract dated this 15th day of June 2022, is entered into by and between CARSON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

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

WHEREAS DISTRICT has requested \$210,000 funding during fiscal year 2022-23 for the Genoa River Restoration & Flood Damage Recovery Phase 3 project, and

WHEREAS CWSD has agreed to set aside \$210,000 for the fiscal year beginning July 1, 2022, and to grant DISTRICT said amount to assist with the Genoa River Restoration & Flood Damage Recovery Phase 3 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 \$210,000 to assist with Genoa River Restoration & Flood Damage Recovery -Phase 3 project which is further identified and described in Exhibit "A" and
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$210,000.



- f. This contract shall terminate June 30, 2023, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to the DISTRICT.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

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

DISTRICT

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

CWSD

Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

- a. This contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this contract shall be decided according to the laws of the State of Nevada.



The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

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

5. PROPER AUTHORITY:

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



- 2022, forward.
- b. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter this contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

**CARSON VALLEY
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Mike Hayes, CVCD Coordinator

Stacey Giomi, Chairperson

ATTEST:

ATTEST:

Rich Wilkinson, Grants Manager

Catrina Schambra, Secretary to the Board

DRAFT



EXHIBIT A

Project Description

The Carson Valley Conservation District will attempt to restore vertical cutbanks that are approximately 1/4 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 may be to use a combination of traditional rip-rap and bioengineering 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 would like to partner with CWSD, CTWCD, NDOW, USFWS, Nevada Dream Tag, Douglas County and NDEP to complete these river restoration projects by the spring of 2023. The district already contracted both a fluvial Geomorphologist and Engineer for this area. The Geomorphological Assessment is complete along with Engineered Plans. The section 106 review, endangered species evaluations have already been completed in phase 3 for the proposed project sites.

Project goals and benefits consistent with the CRASP and/or CRRFMP:

- Improve water quality stabilize the entire project reach
- Stabilize eroding banks
- Establish native or desirable vegetation
- Improve wildlife habitat
- Establish meander bends to dissipate hydraulic energy if feasible
- Help protect ranch irrigation infrastructure improve overall function
- Assist local agricultural producers with ability to grow food and fiber
- Keep riverbanks intact minimizing sediment deposition and impacts downstream
- Multi agency input and contribution coordinated effort to improve river conditions



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.



- 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 #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #10 – For Possible Action: Approval of Agreement #2022-8 Dayton Valley Conservation District – Stabilization/Dayton Bridge, not to exceed \$118,000

DISCUSSION: Attached is Agreement #2022-8 with Dayton Valley Conservation District. Funding for this project was approved in the 2022-23 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing funding from Carson Water Subconservancy District to the DAYTON VALLEY CONSERVATION DISTRICT for Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection

This contract dated this 15th day of June 2022, 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 \$118,000 funding during fiscal year 2022-23 for the Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection project, and

WHEREAS CWSD has agreed to set aside \$118,000 funding during fiscal year 2022-23 to grant DISTRICT said amounts to assist with the Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection 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 \$118,000 funding during fiscal year 2022-23 for the Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection project which is further identified and described in Exhibit "A" and
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$118,000.



- f. This contract shall terminate June 30, 2023, at which time DISTRICT shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to the DISTRICT.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse DISTRICT for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

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

DISTRICT

Rob Holley, District Manager
Dayton Valley Conservation District
34 Lakes Blvd. PO Box 1807
Dayton, NV 89403
(775) 246-6220 ext. 1878

CWSD

Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

- a. This contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this contract shall be decided according to the laws of the State of Nevada.



The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

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



5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2022, forward.
- b. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter this contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

**DAYTON VALLEY
CONSERVATION DISTRICT**

Ty Minor, Chairperson

ATTEST:

Rob Holley, District Manager

DATED: _____

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Stacey Giomi, Chairperson

ATTEST:

Catrina Schambra, Secretary to the Board



EXHIBIT A Project Description

The requested funds intended to match other funds, and help fund the cultural assessment, engineer's survey, engineering costs and staff time required to initiate and coordinate permitting and construction of critical bank stabilization and channel maintenance at and directly upstream from the Dayton Bridge.

The Dayton Bridge has three passageways through which water flows. The primary passage (west and closest to Hwy 50) remains clear and free of restrictions, while the center passage has gathered sediment. The high water passage beneath the east end of the bridge is rendered minimally functional as a result of cottonwood/willow growth, and sediment deposition from Eldorado Canyon, which meets the Carson River immediately upstream from the bridge. Collectively, the restricted capacity of the center and east passages impacts the ability of the bridge to effectively pass high flows, impacting the safety of the bridge, access to adjoining communities, and flood damage to upstream properties in even moderate flood events such as 2017.

The Baroni diversion, $\frac{1}{4}$ mile upstream from the Dayton Bridge, frequently catches mature cottonwood trees which have fallen from eroding banks into the river channel. Should these deadfalls break loose during high water events (including annual spring runoff), they present a significant danger to the bridge, and will serve as strainers, catching additional debris on the upstream of the bridge, thereby raising water levels at the bridge.

Further exacerbating the situation is a large bar of cobble and sand at the Baroni diversion. This deposit was left after the two flood events of January and February 2017 and originated from a levee originally constructed by the US Army Corps of Engineers in the early 1960s. After its destabilization in 2017, the levee continues to erode during normal high water flows, adding sediment, and contributing more cottonwoods to the river.

Immediately upstream from the Baroni diversion are two long, actively eroding banks. Located on the Ricci and Pradere properties, these banks continue to erode in even normal water years and are the source of the large cottonwood trees and significant amounts of sediment coming from the banks. These banks are the only sites upstream from Dayton Bridge that have not been stabilized since DVCD projects were implemented after the 1997 floods. They are the only active and significantly eroding sites in this stretch of river.

These banks are located within close proximity to numerous historic mill sites and areas of known high concentrations of mercury.

Additionally, in the area of and upstream from the eroding banks, the river channel has become narrow and choked with willows and woody vegetation. These areas constrict the flow, raise water levels onto adjoining private lands, and exacerbate the erosion of the banks and the deepening of the narrow river channel.

PROJECT GOALS AND BENEFITS:

This project is intended to address the following goals (working downstream):

1. Increase the capacity of the river channel in the area adjacent to and upstream from frequently flooded areas and eroding stream banks.
2. Stabilize and protect private property, restore actively eroding banks, sequester mercury, and minimize its introduction into stream flows, and protect the mature cottonwood gallery in that area from continued loss.
3. Restore the location and function of the US Army Corp's levee in order to protect the Baroni diversion from continued obstruction, to reduce active sediment deposition in the river, and to prevent uncontrolled river flow from entering the Baroni ditch and adjacent private lands.
4. Restore and protect the capacity of the Dayton Bridge and remove willows, cottonwood trees and sediment at the bridge, below the confluence with Eldorado Canyon, and to a point near and below the bridge. Stabilize eroded banks at the terminus of Eldorado Canyon, left eroded by the 2017 floods.

This project site has long been identified as necessary for the protection of highly erodible riparian communities, irrigation infrastructure, vital transportation corridors, and adjacent agricultural, residential, and commercial/industrial properties.



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 #2022-8

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

c. Professional Liability Insurance

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

AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #11 – For Possible Action: Approval of Agreement #2022-9
Lahontan Conservation District – Clearing & Snagging, not to exceed
\$27,000

DISCUSSION: Attached is Agreement #2022-91 with Lahontan Conservation District.
Funding for this project was approved in the 2022-23 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

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

This contract dated this 15th day of June 2022, 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 \$27,000 funding during fiscal year 2022-23 for the Clearing & Snagging Carson River project, and

WHEREAS CWSD has agreed to set aside \$27,000 for the fiscal year beginning July 1, 2022, and to grant DISTRICT said amount to assist with the Clearing & Snagging Carson River project.

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

1. CONTRACT TERM:

- a. CWSD hereby grants to DISTRICT \$27,000 to assist with Clearing & Snagging Carson River project which is further identified and described in Exhibit "A" and
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$27,000.
- f. This contract shall terminate June 30, 2023, at which time DISTRICT shall have one (1) month



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

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

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

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

DISTRICT

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

CWSD

Edwin James, General Manager
Carson Water Subconservancy District
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

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



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

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

5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2022, forward.



CWSD STATE CONTRACT #2022-9

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

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

DATED: _____

DATED: _____

**LAHONTAN
CONSERVATION DISTRICT**

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Bill Washburn, Chairperson

Stacey Giomi, Chairperson

ATTEST:

ATTEST:

Christy Sullivan, Secretary to the Board

Catrina Schambra, Secretary to the Board

DRAFT



EXHIBIT A

Project Description

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

- Continue with a long-term monitoring program on the lower Carson River.
- Beaver and beaver dam removal to improve water flow in the channel.
- Clear brush and sediment back to original riverbank starting at Diversion Dam and continuing downstream.
- Remove sediment build-up above and below Sheckler Bridge.
- Remove sediment build-up above and below McLean Bridge.
- Remove sediment build-up above and below Highway 50 Bridge.
- Remove sediment build-up above and below Highway 95 Bridge.
- Remove sediment build-up above and below Bafford Bridge.

Project goals and benefits consistent with the CRASP and/or CRRFMP:

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

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

Improvement Criteria Achieved:

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



Exhibit B

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

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

Project Photos:

Before construction:



After construction:



Title: Example Photos (replace with specific project)



Exhibit C Liability Insurance

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



CWSD STATE CONTRACT #2022-9

- 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 of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #12 – For Possible Action: Approval of Agreement #2022-10
Alpine County Watershed Group- Upper Carson River Watershed Programs,
not to exceed \$30,000

DISCUSSION: Attached is Agreement #2022-10 with Alpine Watershed Group. Funding for this project was approved in the 2022-23 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 15th day of June 2022, 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 2022-23 on the Carson River Upper Watershed Programs; and

WHEREAS CWSD has agreed to set aside \$30,000 for the fiscal year beginning July 1, 2022, 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 \$30,000 to assist with Carson River Upper Watershed Programs:

- a. As identified and described in Exhibit "A."
- b. AWG will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to AWG within four (4) weeks of said request.
- d. AWG will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$30,000.
- f. This Contract shall terminate June 30, 2023, 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 information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- j. Failure to declare a breach or the actual waiver of any breach of this contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.

6. PROPER AUTHORITY:

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

Rachel Leach, Co-Chairperson

R. Stacey Gioni, Chairman

ATTEST:

ATTEST:

Kimra McAfee, Executive Director

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

Alpine Watershed Group (AWG) seeks funding for the fiscal year 2022-23 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 21 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.

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

PROJECT GOALS AND BENEFITS:

Our organization's goals are to:

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

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

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



Exhibit B

Project Summary Form				
Project name				
Type of Project				
Map ID#	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 #13

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #13 – For Possible Action: Approval of Agreement #2022-11
River Wranglers- Conserve the Carson River Workdays, not to exceed
\$30,000

DISCUSSION: Attached is Agreement #2022-11 with River Wranglers. Funding for this project was approved in the 2022-23 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing Funding from Carson Water Subconservancy to River Wranglers to Assist with Flood Awareness Outreach Program

This Agreement dated this 15th day of January 2022, is entered into by and between RIVER WRANGLERS, a non-profit association (hereinafter "RW") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

WHEREAS RW has organized a program for Flood Awareness Outreach to Schools Located in the Carson River Watershed, which is further described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

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

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

WHEREAS RW has requested funding to perform work during fiscal year 2022-23 on the Carson River Workday Projects; and

WHEREAS CWSD has agreed to set aside \$30,000.00 for the fiscal year beginning July 1, 2022, and to grant RW 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 RW \$30,000 to assist with Flood Awareness Outreach Program:

- a As identified and described in Exhibit "A"; and
- b RW will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to RW within four (4) weeks of said request.
- d RW will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$30,000.
- f This Contract shall terminate June 30, 2023, 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.: Rebecca Feldermann
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 information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- j. Failure to declare a breach or the actual waiver of any breach of this contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal.



6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the RW can submit expenses that have been incurred from July 1, 2022, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

RIVER WRANGLERS

Rachel Leach, Co-Chairperson

ATTEST:

Ed DeCarlo, Co-Chairperson

DATED: _____

**CARSON WATER
SUBCONSERVANCY DISTRICT**

R. Stacy Giomi, Chairman

ATTEST:

Catrina Schambra, Secretary to the Board



Exhibit A

River Wranglers continues to Conserve the Carson River Workdays (CCRWD) throughout the Carson River watershed. We are thrilled to be back in the classroom and at the river with students. We plan to go into high school FFA and science classrooms to teach high school students the necessary information and skills so that they in turn can teach elementary students at the river in a combined workday. The high school students are trained on activities that teach children about our watershed, the importance of clean water, the water cycle, and non-point source pollution. At the river, they become “mentors” to the younger students, spending the day with them, leading them through the activities. In addition to the educational stations, we partner with conservation districts to include river work projects that the students complete together. After the workdays, elementary students are visited by River Wranglers staff to do a “wrap-up,” which reinforces the messages they learned at the river. We once again discuss non-point source pollution, the geography and features of the watershed, and the importance of the river and watershed to their own lives. We do a pre- and post-test with all involved students to track their increase in knowledge about the watershed and non-point source pollution to gauge the effectiveness of our programs.



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 of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #14 – For Possible Action: Approval of Agreement #2022-12 Churchill County – Dixie Valley Water Level Measurement & Precipitation Gage Monitoring Program, not to exceed \$71,000

DISCUSSION: Attached is Agreement #2022-12 with Churchill County. Funding for this project was approved in the 2022-23 budget. This is a three year agreement.

STAFF RECOMMENDATION: Approve the agreement as submitted.



INTERLOCAL CONTRACT

Addressing Funding from Carson Water Subconservancy District to Churchill County to Assist in the Dixie Valley Water Level Measurement & Precipitation Gage Monitoring Program

THIS CONTRACT dated this 15th day of June 2022, 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.

WHEREAS CHURCHILL COUNTY has requested \$23,000 in funding for fiscal year 2022-23, \$23,000 funding for fiscal year 2023-24, and \$25,000 funding for fiscal year 2024-25 for Dixie Valley Water Level Measurement and Precipitation Gage Monitoring Program and

WHEREAS CWSD has agreed to set aside \$23,000 in funding for fiscal year 2022-23, \$23,000 in funding for fiscal year 2023-24, and \$25,000 in funding for fiscal year 2024-25 to grant CHURCHILL COUNTY said amount to assist with the for Dixie Valley Water Level Measurement and Precipitation Gage Monitoring 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 \$23,000 in funding for fiscal year 2022-23, \$23,000 in funding for fiscal year 2023-24, and \$25,000 in funding for fiscal year 2024-25 which is further identified and described in Exhibit "A"; and
- 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 \$23,000 in funding for fiscal year 2022-23, \$23,000 in funding for fiscal year 2023-24, and \$25,000 in funding for fiscal year 2024-25.
- f. This Contract shall terminate June 30, 2025, 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 Dixie Valley Water Level Measurement and Precipitation Gage Monitoring 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 \$71,000 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 Dixie Valley Water Level Measurement and Precipitation Gage Monitoring 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
Jim Barbee
County Manager
155 N. Taylor St., Ste. 153
Fallon, NV 89406-2748
(775) 423-5136

CWSD
Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

5. MISCELLANEOUS:

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in 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 information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- j. Failure to declare a breach or the actual waiver of any breach of this contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in 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, 2022, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

CHURCHILL COUNTY

H. Pete Olsen, Chairperson

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

R. Stacey Giomi, Chairperson

ATTEST:

ATTEST:

Pamela D. Moore, Deputy Clerk

Catrina Schambra, Secretary to the Board



EXHIBIT A

Churchill County's Water Resource Plans have identified Dixie Valley as a potential long-term underground supply for Quasi-municipal purposes in the Lahontan Valley. This would involve a groundwater importation project which would represent the only supply to Lahontan Valley totally independent of the highly litigated and contested waters of the Truckee and Carson River watersheds and associated underground aquifers. Churchill County currently has the senior most priority pending applications before the State Engineer dating from the mid-1980's to appropriate all remaining underground waters in Dixie Valley for export to the Lahontan Valley.

This project is technically and environmentally sound and will assist the water users, managers, hydrologists and public in understanding climate, water issues and the status of their aquifers. It will help identify potential areas where discharge exceeds recharge and aquifer storage change. The project has regional benefits to the Carson River watershed in that it is supporting data collection efforts for an importation project, which if constructed, would lessen the demand on the over allocated and contested waters of the Truckee and Carson River watersheds. There also exists the possibility of resource trading in the Carson watershed if the importation project were implemented, however this would require additional consideration of feasibility and investigation of possible legal/physical constraints that would need to be overcome. The project also has a larger regional benefit for the west-central portion of Nevada in helping define high altitude precipitation distributions with site specific data where virtually none exists now, and reliance is currently on models such as PRISM.

The ongoing funding request is for an additional three-year term through FY24/25; 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#	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 of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #15 – For Possible Action: Approval of Agreement #2022-13
The Nature Conservancy - Riparian Revegetation & Streambank
Stabilization, not to exceed \$25,142

DISCUSSION: Attached is Agreement #2022-13 with The Nature Conservancy. Funding for this project was approved in the 2022-23 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing Funding from Carson Water Subconservancy to The Nature Conservancy to Assist with Riparian Revegetation & Streambank Stabilization

This Agreement dated this 15th day of June 2022, is entered into by and between THE NATURE CONSERVANCY, a non-profit association (hereinafter "TNC") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

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

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

WHEREAS TNC has requested funding of \$25,142 to perform work during fiscal year 2022-23 on the Riparian Revegetation & Streambank Stabilization project; and

WHEREAS CWSD has agreed to set aside \$25,142 for the fiscal year beginning July 1, 2022, and to grant TNC said amount to assist with Riparian Revegetation & Streambank Stabilization project set forth in Exhibit "A;" and

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

1. CONTRACT TERM:

CWSD hereby grants to TNC \$25,142 to assist with Riparian Revegetation & Streambank Stabilization project:

- a. As identified and described in Exhibit "A."
- b. TNC will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to TNC within four (4) weeks of said request.
- d. TNC will submit Project Summary Reports (see Exhibit "B"), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$25,142.
- f. This Contract shall terminate June 30, 2023, at which time TNC shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to TNC.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned



upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse TNC for all costs that occurred under this Agreement up to the date the Agreement is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

3. TNC shall provide CWSD insurance as follows:

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



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

b. **Business Automobile Liability Insurance:**

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

c. **Workers Compensation Insurance**

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

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

TNC

Lori Leonard
River Fork Ranch Preserve Manager
381 Genoa Lane
Genoa, NV 89411
(775) 782-5804

CWSD

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

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, TNC can submit expenses that have been incurred from July 1, 2022, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.



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

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

DATED: _____

DATED: _____

THE NATURE CONSERVANCY

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Mickey Hazelwood, Conservation Director

R. Stacey Giomi, Chairman

ATTEST:

ATTEST:

Lori Leonard, River Fork Ranch Preserve Manager

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

TNC is looking for effective cost-effective methods to use native plant materials to stabilize streambanks, create wildlife habitat, and improve ecological diversity and floodplain resiliency at The Nature Conservancy's 805-acre River Fork Ranch Preserve. The goal of the proposal is to reduce nonpoint source pollution from agriculture and irrigation in the Carson Valley. This project aims to experiment with cost-effective streambank restoration options, using native willows, cottonwood trees, and native shrubs along river, stream, and irrigation ditch banks to improve and enhance streambank stabilization, reduce sediment, and improve water quality.

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 of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #16 – For Possible Action: Approval of Addendum to Lyon County Agreement #2020-10 HWY 50 Right of Way to extend termination date to June 30, 2025, due to project delays (time extension only)

DISCUSSION: Attached is the Addendum to Lyon County Agreement #2020-10. Funding for this project was approved in the 2022-23 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.

**ADDENDUM TO CONTRACT #2020-10
AGREEMENT BETWEEN
CARSON WATER SUBCONSERVANCY DISTRICT AND
LYON COUNTY - HWY 50 UTILITY RIGHT OF WAY PROJECT**

WHEREAS, on June 17, 2020, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and LYON COUNTY entered into an Agreement (hereinafter "Interlocal Agreement #2020-10") addressing funding from CWSD to LYON COUNTY for Highway 50 Right of Way Project (hereafter "Project"); and

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

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

NOW, THEREFORE IT IS AGREED:

1. Due to delays to project LYON COUNTY Interlocal Contract #2020-10 shall be extended and shall terminate June 20, 2025, with a carryover of unused funds from fiscal year 2021-22.
2. All other terms of Interlocal Agreement #2020-10 shall remain in full force and effect.

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

DATE: _____

LYON COUNTY

Jeff Page, County Manager

DATE: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

R. Stacey Giomi, Chairman

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 15, 2022

SUBJECT: Agenda Item #17 – For Possible Action: Approval of Lost Lakes Agreement with Carson City

DISCUSSION: To avoid having to pay the US Forest Service permit fees for Lost Lakes, CWSD can no longer charge for use of Lost Lakes water. Presently, the only entity that has the need for the Lost Lakes water is Carson City. The attached agreement would allow Carson City to use the water released from Lost Lakes for the period from October 1, 2022, to March 31, 2023, after they have used all the Mud Lake water. Carson City has agreed to reimburse CWSD for the costs to file a Temporary permit with the Department of Water Resources. The agreement allows Carson City to use of up to 100-acre foot of Lost Lakes water.

STAFF RECOMMENDATION: Approve Lost Lakes Agreement with Carson City as presented.



WATER LEASE AGREEMENT

Lost Lakes

This Water Lease Agreement is entered into between the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada, by and through its duly constituted Board of Directors (hereinafter "CWSD") and CARSON CITY, a political subdivision of the State of Nevada, by and through its duly constituted Board of Supervisors (hereinafter "CITY").

WITNESSETH:

WHEREAS CWSD holds title to 219.0 acre feet of water rights, including storage rights in Upper and Lower Lost Lakes Reservoirs, Claim Numbers 812 and 813 in the Alpine Decree; and

WHEREAS CITY desires to use CWSD water for one (1) year for use within the boundaries of CITY for municipal purposes; and

WHEREAS CWSD has made or will make any necessary application(s) to the State Engineer for permission to use CWSD's water rights for the purposes contemplated under this Agreement.

THEREFORE, in consideration of the mutual undertakings and for other good and valuable consideration, the parties agree and contract as follows:

1. Term of Agreement /Use of Water

The term of this Agreement shall commence on the date both parties have executed the Agreement and shall continue through June 30, 2023. CITY agrees to use an amount not to exceed 100.0 acre feet of CWSD water from Lost Lakes.

The term of the "water delivery season" will be the period beginning October 1, 2022 and ending March 31, 2023. The amount of water that can be pumped by CITY shall be determined by the actual amount of water released from Lost Lakes less any loss of water determined by the State Engineer or the Federal Water Master, due to conveyance from Lost Lakes Reservoirs to CITY's point of re-diversion.

2. Costs of Diversion and Delivery of Water

CWSD will submit the Temporary Permit to the Nevada State Engineer and pay the application fees. The City will reimburse CWSD the fees once CWSD receives the Temporary Permit from the State Engineer. CWSD shall bear the costs of delivery of the water to CITY's point of re-diversion, including the Costs of operation and maintenance of upstream storage facilities and payment of water fees to the Federal Water Master. CITY shall bear the costs associated with pumping the water from the two induction wells (Well Numbers 25 and 41B), measuring devices, pipelines, and other transporting devices. The City must first use all the Mud Lake water before pumping the Lost Lake water.

3. Treatment

CITY shall be responsible for the treatment of all water for municipal purposes, including water leased from CWSD, to applicable local, state, and federal standards.

4. Relief from Performance

In the event that the State of Nevada or a court of competent jurisdiction prevents the delivery of the surface water that is the subject of this Agreement to CITY's point of re-diversion, or if the Federal Water Master prevents the use of the subject water, CWSD and CITY are relieved from performance under this Agreement unless CWSD and CITY make a different agreement in writing.

5. Required Approval

This Agreement will not become effective unless approved by appropriate official action of the Board of Supervisors of CITY and the Board of Directors of CWSD.

6. Authority to Sign

The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in this Agreement.

7. Recordation

When fully executed, CITY shall record this Agreement with the Clerk-Recorder of Carson City, Nevada.

8. Limited Liability

CITY and CWSD do not waive and intend to assert all available Nevada Revised Statutes (NRS) Chapter 41 liability limitations in all cases. The contract liability of both Parties will not be subject to punitive or liquidated damages.

9. Indemnification

To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. CITY further agrees to indemnify and hold CWSD harmless for any claims or actions including damages, costs and attorney's fees concerning the use of this water by CITY as specified in this Agreement.

10. Preamble: Recitals

The preamble and recitals are hereby made a part of this Agreement.

11. Continuing Appropriation

Pursuant to NRS 244.320, the Board of Supervisors of CITY has no authority to bind CITY to a contract beyond the terms of the Supervisors in office at the time of the contract approval. If a future Board of Supervisors of CITY does not appropriate money for this Agreement, CITY is no longer bound by this Agreement.

12. Notices

All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by hand, or mailed by first class U.S. Mail, postage prepaid on the date posted to the other Party at the following address:

For notice purposes, the addresses of each party are as follows:

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Edwin James
General Manager
777 E. William St., #110A
Carson City, NV 89701
775/887-7450

CARSON CITY

Darren Schulz
Public Works Director
3505 Butti Way
Carson City, NV 89701
775/887-2355 x- 7391

13. Severability

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist, the provisions will not be construed to render any other provision or provisions of this Agreement unenforceable, and the remaining terms of this Agreement will continue in full force and effect.

14. Public Records

Under NRS 239.010, CITY and CWSD information or documents may be open to public inspecting and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

15. Separate Entities; Independent Contractor

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party. Each Party is and continues to be separate and distinct from the other Party, and each Party shall

have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. The Parties' respective employees, agents, attorneys, principals, or representatives shall not be considered employees, agents, attorneys, principals, or representatives of the other Party.

16. Governing Law and Jurisdiction

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of the First Judicial District Court of the State of Nevada in and for Carson City for enforcement of this Agreement.

17. Breach

The failure of either Party to perform any obligation of this Agreement within 30 days after being given written notice by the non-breaching Party of the failure to perform shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages. In any action brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to its attorney's fees and costs, whether such a result was achieved by settlement, alternative dispute resolution or litigation. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees under this Agreement or by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

18. Waiver

No waiver of any right or remedy shall be effective unless in writing. A waiver of any right or a party's failure to insist on strict compliance with the terms of this Agreement shall not operate as a waiver of any other right or remedy.

19. No Third-Party Beneficiary

It is specifically agreed between the Parties that none of the provisions this Agreement create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage under the terms or provisions of this Agreement.

20. Entire Agreement; Modification

This Agreement constitutes the entire Agreement of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter herein. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent

with the terms of this Agreement. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties hereto.

21. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute the same Agreement.

22. Force Majeure

Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts 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 Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CARSON WATER
SUBCONSERVANCY DISTRICT**

CARSON CITY

R. Stacey Giomi, Chairperson

Lori Bagwell, Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Catrina Schambra, Secretary to the Board

Aubrey Rowlatt, Clerk-Recorder

Dated: _____

Dated: _____

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #18 – For Possible Action: Review Strategic Planning Session Survey Results

DISCUSSION: Attached is the survey results. Staff will briefly review the results with the Board members to obtain any additional comments. For items that need more direction, staff will set up various committee meetings to develop policies. Below is a general summary by staff of the results. This will hopefully facilitate the discussion and save some time at the board meeting.

WATER SUPPLY

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

Question 1 has general high support. Staff proposes to continue to move forward on this program.

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

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

Questions 2 & 3 have mixed support. Staff proposes to meet with the Regional and Flood committee to discuss these questions in more detail and bring back a recommendation to the full board.

WATER QUALITY

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

Question 4 has general high support. Staff proposes to continue to move forward on this program.

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

Question 5 has mixed support. Staff proposes to meet with the Finance Committee to discuss this item in more detail and bring back a recommendation to the full board.

FLOODPLAIN MANAGEMENT

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

Question 6 has general high support. Some additional details need to be developed. Staff

proposes to meet with the Regional and Flood committee to discuss this question in more detail and bring back a recommendation to the full board.

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

8. Participate with Counties in their Hazardous Mitigation Plan (HMP) updates.

Questions 7 & 8 have mixed support. Staff proposes to meet with the Regional and Flood committee to discuss these questions in more detail and bring back a recommendation to the full board. There is some misunderstanding regarding who is responsible for developing Hazard Mitigation Plans (HMP). HMP are developed and updated by each county (and now CWSD) every five years.

INVASIVE SPECIES MANAGEMENT

9. Host CRC Wedd Summit.

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

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

Questions 9, 10, & 11 staff needs some clarification. There seems to be some mixed support toward these questions, but CWSD has been a consistent funder for noxious weeds control and help coordinating weed programs for 20 years. Direction from the board would be useful related to these three questions.

RIVER RESTORATION & BANK STABILIZATION

12. Complete River Rehabilitation Structure Inventory and Mapping Database.

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

Questions 12 & 13 have general high support. Staff proposes to continue to move forward with these programs.

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

Question 14 has mixed support. I assume there is support for this study if CWSD can find funding. Staff needs some clarification on this question.

OUTREACH & EDUCATION

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

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

17. Update and reformat CWSD’s website.

6/15/22 CWSD Board Meeting
Agenda Item #19 – Strategic Planning Survey

Questions 15, 16, & 17 have general high support. Staff needs some clarification regarding these questions. Does the comment from question 15 “*While nice PR these are not fundamental to the mission and they require considerable time and production. As resources and grants simultaneously allow for pursuit.*” cover the general direction how CWSD should proceed with our outreach programs?

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

Question 18 has mixed support and would take a lot of staff time. Staff proposes to meet with the Administration Committee to discuss this question in more detail and bring back a recommendation to the full board.

RECREATION

19. Promote expansion of Carson River Aquatic Trail.

20. Work with recreational partners to promote watershed health.

Questions 19 & 20 have general low support. Staff needs some clarification regarding these questions. Can it be said that this is a low priority for CWSD, but we would continue to support our partners.

OTHER INQUIRIES

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

Question 21 has general high support. Staff will move forward and start scheduling times to give presentation to the county’s boards.

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

Question 22 has mixed support. Staff proposes to meet with the Administration Committee to discuss this question in more detail and bring back a recommendation to the full board.

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

Question 23 has general support but is a very expensive endeavor. This proposal will need to be to be discussed at both the Regional and Flood Committee and Finance Committee.

STAFF RECOMMENDATION: Provide direction.

2022 Strategic Planning Session Survey Results

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

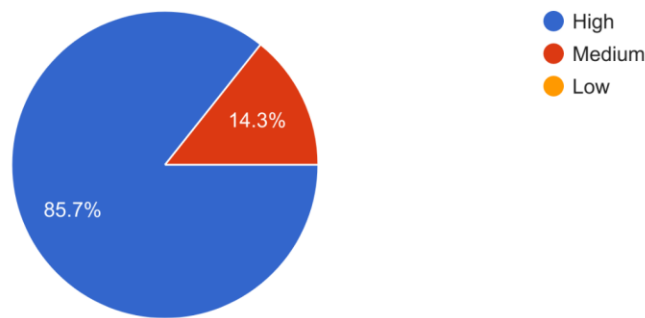
After each graph will be a brief explanation of results, along with any accompanying comments provided by the respondents to the Survey- each question gave an opportunity for the respondent to provide additional input.

All the current 14 Board members responded to our Survey.

Water Supply

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

14 responses



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

Additional Comments:

"I think this falls under our core mission."

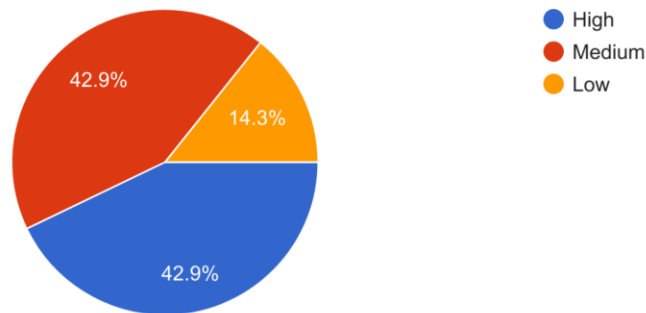
"In light of the changing climate, I believe it's critical to continue to update the 30-year plan."

"This should be done in conjunction with the various counties."

"Counties that work together stay together."

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

14 responses



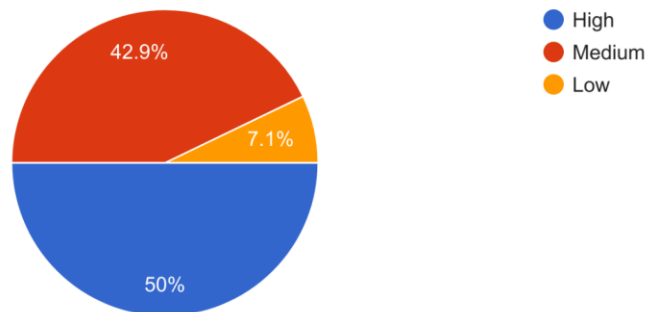
With Question 2, a slim majority of 42.9% (6 respondents) selected the High option regarding re-establishing the list of water supply and facilities eligible for CWSD funding out of the Acquisition/Construction Fund. Medium was the second-most popular section at 42.9% (6 respondents). Of 13 respondents,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

Additional Comments:

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

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

14 responses



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

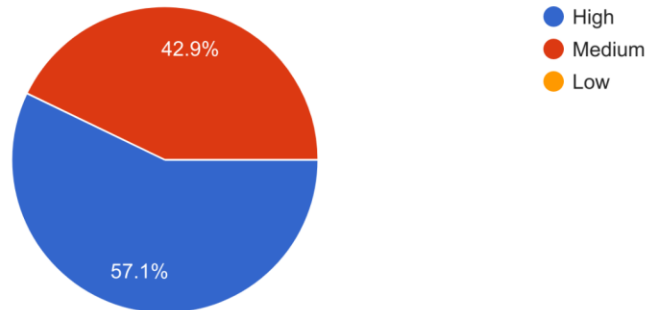
Additional Comments:

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

Water Quality

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

14 responses

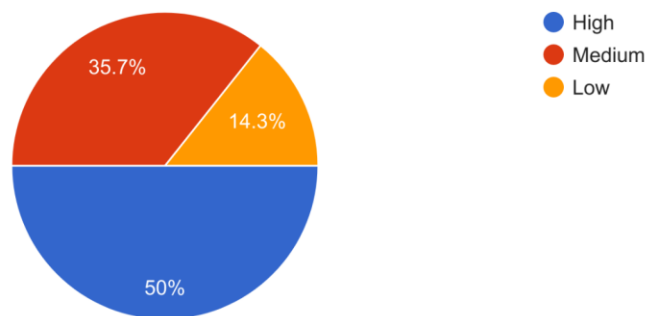


Of continuing to pursue NDEP CWA Section 319(h) funding for the CRC/Watershed Coordination Program, a clear majority of respondents (57.1%, 8 respondents) viewed this as a High priority. 42.9% (6 respondents) selected medium in response to this question. No respondents selected Low.

There were no additional comments to this question.

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

14 responses



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

Additional Comments:

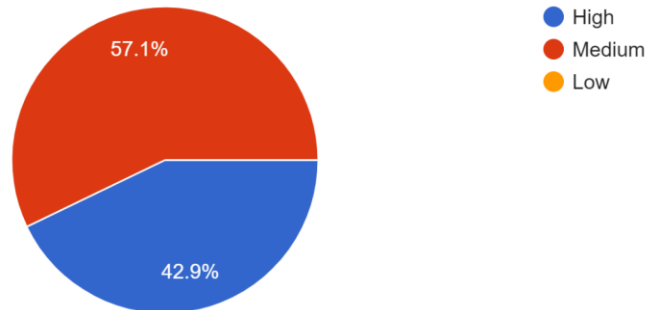
“So long as it doesn’t violate the Alpine decree.”

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

Floodplain Management

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

14 responses



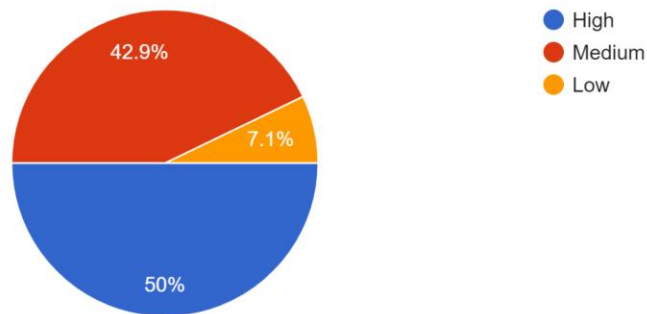
Of developing an annual amount to be transferred from the General Account into the Floodplain Management Account, a majority at 8 respondents (57.1%) viewed this as a Medium priority item. 6 respondents (42.9%) selected High. No respondents selected the Low option.

Additional Comments:

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

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

14 responses



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

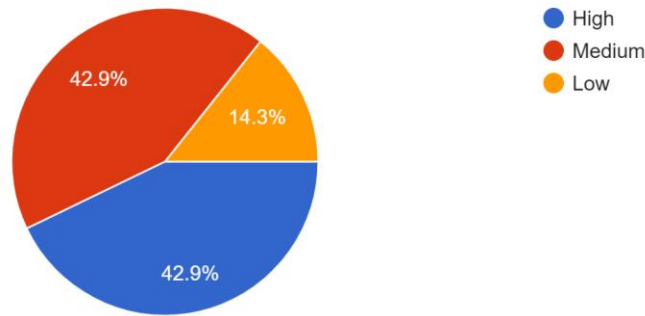
Additional Comments:

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

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

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

14 responses



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

Additional Comments:

“Direct water quality impact.”

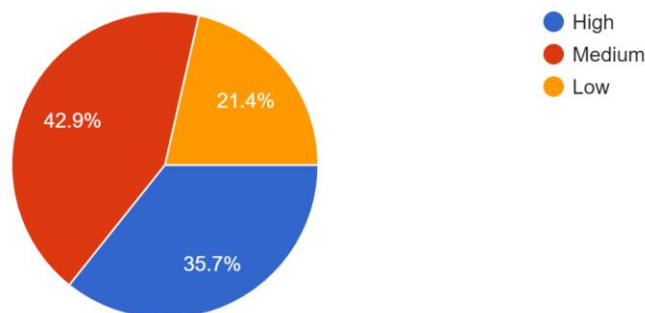
“This should be a coordinated effort.”

“NV Dept of Environmental Protection should take lead.”

Invasive Species Management

9. Host CRC Weed Summit.

14 responses



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

Additional Comments:

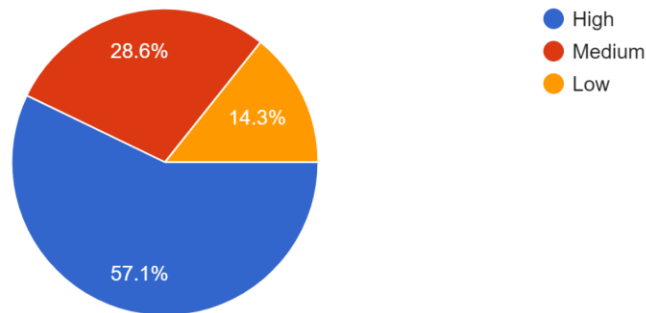
“I’m not sure about this one and would support a higher mark if staff ranks higher.”

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

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

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

14 responses



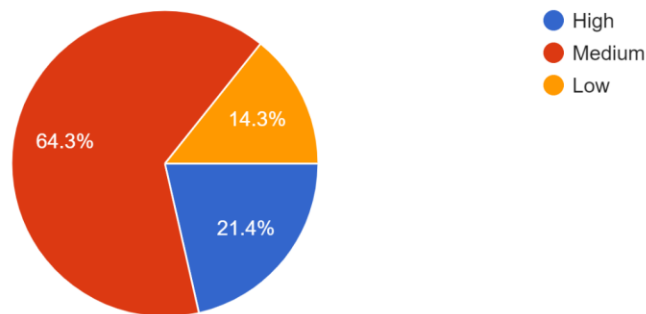
A clear majority of 8 respondents (57.1%) viewed continuing coordination with Cooperative Weed Management Areas to support weed management as a High priority. 4 respondents (28.6%) viewed it as a Medium item, and only 2 respondents (14.3%) selected Low.

Additional Comments:

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

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

14 responses



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

Additional Comments:

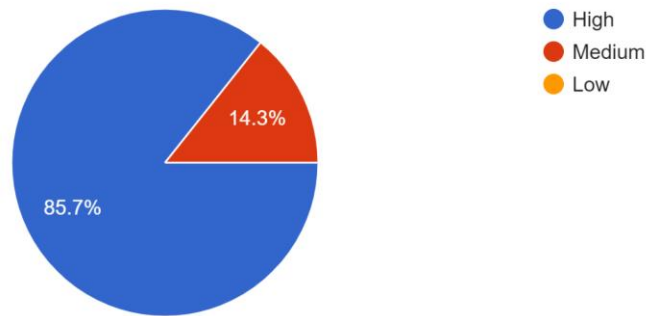
“Volunteer programs are a wonderful way to increase community understanding and support for/about important programs.”

“This should be secondary to bank stabilization.”

River Restoration & Bank Stabilization

12. Complete river rehabilitation structure inventory and mapping database.

14 responses



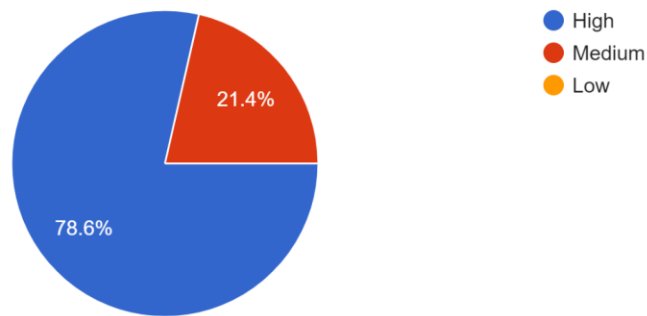
Of completing a river rehabilitation structure inventory and mapping database, a clear majority of 85.7% (12 respondents) selected this as a High priority. 14.3% (2 respondents) viewed this as a Medium priority. No respondents thought of this item as Low priority.

Additional Comments:

“Very important.”

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

14 responses



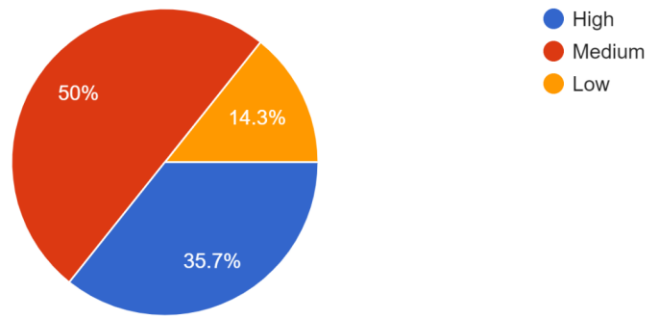
11 respondents (78.6%) viewed the completion of projects outlined in CRASP and RFMP as a High priority, and 3 respondents (21.4%) saw it as a Medium priority. No respondents selected Low.

Additional Comments:

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

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

14 responses



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

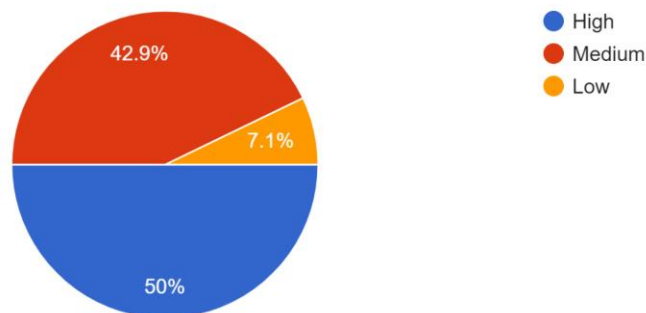
Additional Comments:

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

Outreach & Education

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

14 responses



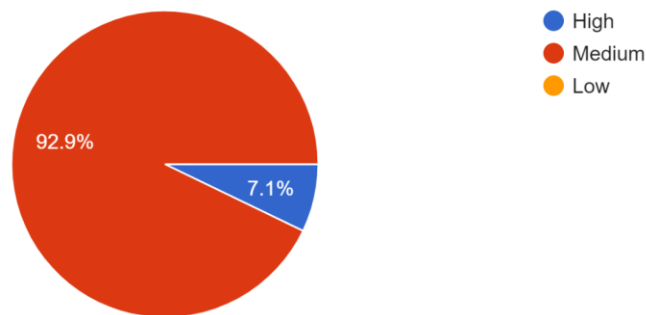
Half of all respondents (50%) selected High regarding the continuation to promote the “I Am Carson River Watershed” campaign. 6 respondents (42.9%) selected Medium, and only 1 respondent responded Low.

Additional Comments:

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

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

14 responses

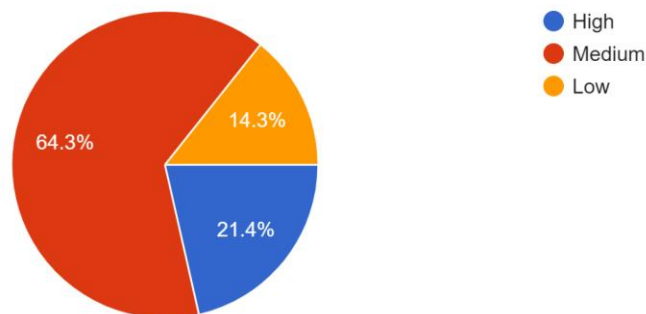


Nearly the entirety of Survey respondents (13, 92.9%) selected Medium in response to the item of re-surveying watershed residents regarding watershed literacy. Only 1 respondent selected High. No respondents selected Low.

There were no additional comments to this question.

17. Update and reformat CWSD's website.

14 responses



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

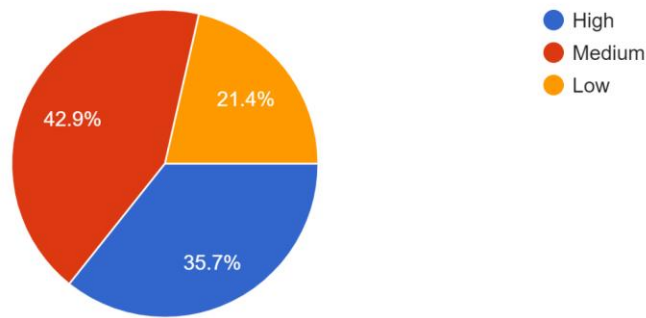
Additional Comments:

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

"Some video presentations."

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

14 responses



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

Additional Comments:

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

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

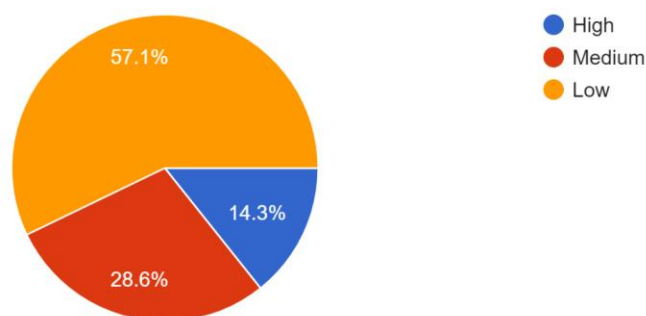
“Perhaps look at monthly, more realistic.”

“Not enough distribution.”

Recreation

19. Promote Expansion of Carson River Aquatic Trail.

14 responses



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

Additional Comments:

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

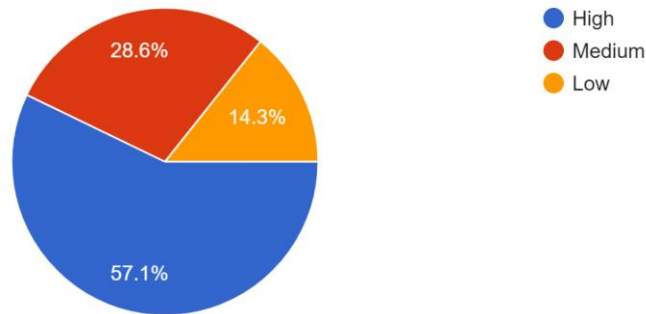
“This is the responsibility of other organizations. Involvement should be limited to that which is direct support of the core mission.”

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

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

20. Work with recreational partners to promote watershed health.

14 responses



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

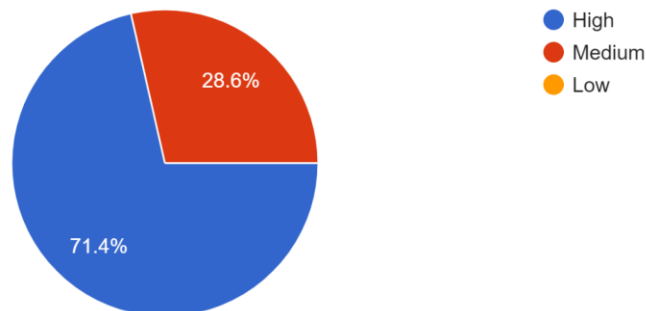
Additional Comments:

“This should involve ranchers as well.”

Other Inquiries

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

14 responses



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

Additional Comments:

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

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

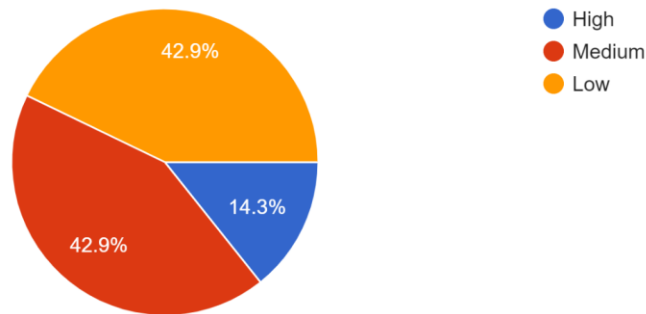
“This is something we should do on an ongoing basis to justify County funding to the District.”

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

“I would include legislative members as well.”

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

14 responses



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

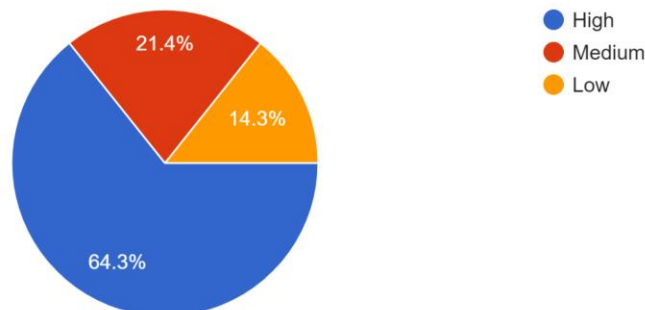
Additional Comments:

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

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

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

14 responses



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

Additional Comments:

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

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

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

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 15, 2022

SUBJECT: Agenda Item #19 – For Possible Action: Approve General Manager Annual Review

DISCUSSION: On June 1, 2022, the CWSD Administrative Committee met to discuss the General Manager's review (see attached meeting notes). Attached are the annual review that CWSD received from the Board Members. The committee recommends that the goals set for the General Manager should be in-line with the goals from the strategic planning session.

ADMINISTRATIVE COMMITTEE RECOMMENDATION: Approve the General Manager Annual Review and approved the merit and COLA increase starting July 1, 2022.

CARSON WATER SUBCONSERVANCY DISTRICT

Administrative Committee

June 1, 2022, 10 am

Minutes

NOTE: The CWSD Administrative Committee meeting was held via Zoom and in-person in the CWSD Conference room at 777 E. William Street, Suite 110A, Carson City, NV.

Committee Members Present:

Stacey Giomi (via Zoom)
Ken Gray (in-person)
David Griffith (in-person)
Dave Nelson (in-person)
Pete Olsen (via Zoom)
Cassi Uhart (via Zoom)

CWSD Staff Present:

Ed James (in person)
Catrina Schambra (via Zoom)

Chairman Giomi called the meeting of the CWSD Administrative Committee to order at 10:03 am. Roll call determined a quorum of the committee was present.

Item #3 – Discussion Only: Public Comment - None

Item #4 - For Possible Action: Approval of Agenda

There being no objections, Chairman Giomi declared Administrative Committee Agenda approved as posted.

Item #5 - For Possible Action: Approval of the Administrative Committee Minutes of November 30, 2021

Committee Member Griffith made a motion to approve the Administrative Committee Minutes from November 30, 2021, with correction to spelling error caught in Item #6. The motion was seconded by Director Gray and was approved by the Administrative Committee 5-0-1. Chairman Giomi abstained.

Item #6 - For Possible Action: General Manager Annual Review

Mr. James shared the General Manager Review responses that have been submitted to date, which are only 6 total. Mr. James stated that it is hard to get responses, but he had started the process later than usual this year in meeting with all the Board Members and he apologized for that. Mr. James asked if there are goals the committee wanted to set for the General Manager.

Director Gray apologized as he did not get his review submitted, but he thinks Mr. James does an excellent job! His suggestion of goals should be in alignment with the Strategic Planning goals. Committee Member Griffith agrees with both the caliber of the job performance and using the Strategic Planning goals as a focus for the coming year.

Mr. James stated the responses to the Strategic Planning Session priorities survey would be included in the June Board package. He also included his response to each category and how he proposes staff will pursue the goal. This way the Board can review the suggestions prior to the meeting.

Several committee members agreed that they may have been too generous in their priorities because of the extensive list of goals. Director Giomi suggested the Board can streamline the Strategic Plan at the June meeting. As far as Mr. James' job performance, he believes one of his biggest functions is communicating with Board members and he does a great job!

Director Gray's only concern is a succession plan. It is something he feels we need to address sooner rather than later because the time will come when we need to replace Mr. James. It would be ideal that we have someone that was mentored by him and was able to work alongside him prior to taking over his position. He asked Mr. James if he has been thinking about how long he is planning to work before retirement. Mr. James stated that it would be at least four more years as he has several projects, including the 30-year Regional Water Resource Plan, that he wants to bring into fruition before retiring. Mr. James agrees that within a year of his retirement it would be a goal to bring in a replacement to be trained and mentored by him before departing. Afterwards he could be available as a consultant on an as needed basis. Director Gray suggests that we have an Ad Hoc Committee on this subject so we will be prepared when the time comes. Mr. James said that would be a good idea as the position needs to be reviewed and determined how we want it filled. For instance, the way the job description is written right now, no one in-house would qualify. Committee Member Griffith agrees it is important that we investigate this so CWSD will not be caught in the lurch unprepared.

Chairman Giomi stated that we are getting a bit off topic and asked Mr. James to state the purpose of this agenda item. Mr. James stated per CWSD policy, to receive a merit increase he needs a satisfactory annual review. The committee makes a recommendation to the full Board for approval.

Committee Member Griffith made a motion to recommend approval of the General Manager Annual Review and resulting July 1, 2022, merit increase to the full Board at the June 15, 2022, meeting. The motion was seconded by Director Gray and unanimously approved by the Administrative Committee.

Item #7 - For Possible Action: CWSD Staffing Requirements

Mr. James reported that the extra staff person that had been hired in November had found a better position and resigned. We learned that the position of part-time with no benefits and only 16 hours a week did not work for us or the employee. It did not offer the flexibility we needed. The staff is working at capacity and needs another employee to help with the workload. Staff would like to propose hiring a Water Resource Specialist I. This would be a 35–40-hour position with benefits. We are working on the job description, but it would be in the \$55,000- \$75,000 salary range. Because we had budgeted for Holly's position already the impact to FY 2022-23 would be about \$50,000, including benefits costs. Implementation of the Strategic Planning goals and taking on more grants would require another employee.

Committee member Griffith thinks this request is justified due to the ever-increasing workload.

Director Uhart asks where the money would come from for budget planning. Mr. James responded that the expense would be covered by Ad Valorem Taxes and grant funds. CWSD has a low overhead. Our budget is roughly 30 % administration costs and 70% projects. Director Gray suggests we make it a temporary position due to concerns with the economy. Director Olsen agrees and suggests a temporary one-year position, subject to future funding. Chairman Giomi suggest not making it temporary but stressing to applicant that this position is subject to available funding. Mr. James says that grant funding covers about half our salaries. To call it a temporary job might dilute the applicant pool.

Chairman Giomi asks why not increase hours for our current staff? Mr. James explains that all three of our employees working less 40 hours enjoy the flexibility of a 30–40-hour workweek. It is a benefit they do not want to change. Committee Member Griffith suggests making it a temporary position will make it hard to attract quality applicants.

Mr. James says that when the economy goes south our partners will need our help. Committee Member Griffith asks about any the lag in taxes and the economy. Mr. James says that there is no bottom in our Ad Valorem taxes, but increases are capped at 3%. It is slower to go up and faster going down.

Chairman Giomi made a motion to recommend support for the new position, but concern with future funding being available. The funding must be established for future years. The motion was seconded by Director Gray and unanimously approved by the Administrative Committee.

Item # 8 – Discussion Only: Public Comment - None

There being no further business to come before the Administrative Committee, Chairman Giomi adjourned the meeting at 10:45 am.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 15, 2022

SUBJECT: Agenda Item #20 – For Possible Action: CWSD Staffing Requirements

DISCUSSION: In April of this year our part-time Senior Watershed Clerk took another job. Upon her leaving staff got together and reevaluated CWSD staffing needs. It was the consensus of the staff that we needed a professional full-time employee. On June 1, 2022, this staffing need was brought forward to the Administrative Committee (see meeting note with agenda item number 19). The committee supported the idea of CWSD hiring a professional full-time employee. The committee had some concerns if CWSD could keep this new employee if there is a downturn in the economy. The funding for this position will come from Ad Valorem Taxes and grants. Currently our grant funding from FEMA is secure till 2025. The other grants will need to be renewed starting in 2023; however, staff is fairly confident that we will secure most if not all the funding from our other grants to cover our expenses through 2024.

This position would report to the General Manager but would provide support to both the FEMA projects and the CRC program. Attached is a draft job description. The job title would be Water Resources Specialist 1. Evaluating the other CWSD staff salaries, staff is proposing that the salary range would be \$30.00/hr. to \$42.318/hr. This is based on CWSD's ten step salary range and Employee/Employer PERS. Benefits would be included with this position. The estimated additional cost impact on the FY 2022-23 budget would be \$50,000 since funds had already been allocated for the part-time Senior Watershed Clerk position.

STAFF RECOMMENDATION: Authorize staff to advertise for the Water Resources Specialist 1 position.

**CARSON WATER SUBCONSERVANCY DISTRICT
(CWSD)
WATER RESOURCE SPECIALIST I**

FLSA Status: Non-Exempt

Created: June 15, 2022

DEFINITION: Under general direction of the General Manager, assist the Watershed Program Manager and the Water Resource Specialist II to prepare and organize various grants; prepare and organize various FEMA reports; assist in the coordination of the integrated watershed planning process works cooperative with General Manager and CWSD staff/contractors to complete job duties; and provide general information and assistance to the public.

DISTINGUISHING CHARACTERISTICS: This is a regular part-time position (30 to 40 hours per week, may require additional hours during peak periods).

ESSENTIAL FUNCTIONS: Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions.

1. Updates FEMA's Mapping Information Platform for the various FEMA grants administered by CWSD.
2. Prepares quarterly reports, annual reports, and invoicing for various grants administered by CWSD.
3. Pursues and prepares Federal, state, and local grant applications.
4. Attend meetings on behalf of the Carson Water Subconservancy District and/or represents CWSD at conferences or special events.
5. Compiles data for special projects.
6. Assists in the development and presentation of public education materials, training, and outreach programs.
7. Manages and maintains CWSD website, social media, and blog.
8. Assists with CWSD library administration and maintenance
9. Conducts field work and data collection (such as water measurement, irrigation surveys, & well measurement) & provide field assistance for various watershed programs as needed.
10. Prepares and develops content for CWSD's draft newsletters.
11. Coordinate assigned activities and programs with outside agencies.
12. Database Management.
13. Provides marketing & logistical support and assists with CWSD/CRC community outreach and education special events, such as bus tour, forum, and other conferences.
14. Assists in the preparation and updates of technical and non-technical documents, such as the Comprehensive Regional Water System Plan, FEMA Discovery Report, and the Carson River Watershed Regional Floodplain Management Plan.

15. Demonstrates professional attitude with appropriate tact and discretion in all interactions with all internal and external customers, to include but not limited to CWSD personnel, CWSD Board, governmental agencies, civic groups, service organizations, vendors, consultants, other agencies doing business with CWSD, and public.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Skills/Abilities:

Knowledge of:

- Microsoft Word, Excel, Publisher, and Access
- Oral presentation methods and materials, including PowerPoint presentations
- Modern office practices, procedures, and equipment
- English usage, spelling, grammar, and punctuation
- Business letter writing and report preparation
- Water resources and watershed management
- Facilitation and conflict resolution practices

Skill/Ability to:

- Perform responsible work involving the use of independent judgment
- Operate modern office machines and equipment
- Independently prepare a variety of correspondence and memorandums
- Carry out oral and written instructions, communicate clearly and concisely both orally and in writing
- Establish and maintain cooperative working relationships with diverse groups contacted in the course of work
- Identify sources of information and compile data pertinent to watershed management
- Work outside in various weather conditions
- Work well independently or within a team.

Required Certifications and Licenses:

Possession of a valid driver's license or alternate means of travel.

Experience and Training: Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Four-year degree from an accredited college or university with major course work in natural resource management, wildlife management, environmental studies, business marketing management, or equivalent and a minimum of two-years work experience in a resources related field.

Physical, Intellectual, and Mental Requirements: The physical, intellectual, and mental requirements described here are fundamental for an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use a keyboard and video display terminal. Strength and stamina to bend, stoop, sit, stand, and walk for extended periods of time. Dexterity and coordination to handle files and single pieces of paper, periodic lifting of files, stacks of paper or reports, references, and other materials. Some bending, reaching, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to communicate via telephone and in person. Mental stamina to deal with emotionally difficult situations. Moderate lifting (up to 30 pounds) may be periodically required. Must be able to work outside with ability to maneuver on uneven ground.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Working Conditions: Work is performed under the following conditions:

Position generally functions indoors in an office type environment where most work is performed at a desk. Position also functions outside with exposure to extreme weather conditions including heat, rain, snow, cold, and wind. Work may be performed independently and may be in isolated geographic areas.

Employee's Acknowledgement: I acknowledge that I have read the above job description and have received a copy for my records.

Signature: _____ Date: _____

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 15, 2022

SUBJECT: Agenda Item #21 - 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 18, 2022:

- 5/18/22 – Debbie addressed National Association of State Floodplain Manager at FEMA conference in Orlando, Florida
- 5/18/22 – Benda, Ed & Shane met to discuss SOQs for Web Access GIS project
- 5/19/22 – Brenda & Shane had creative meeting w/NEON on balance of Watershed Moments campaign
- 5/20/22 – Brenda, Shane & Martina met w/Chuck Schembre (NDEP) re: USEPA Watershed Tour
- 5/23/22 – Ed gave a presentation to the Legislative Subcommittee on Public Lands
- 5/24/22 – Ed met w/Mitch Blum re: Carson Flood Forecast Model
- 5/25/22 – Brenda, Shane, Ed, Debbie, Catrina & Martina hosted CRC Education Working Group Meeting
- 5/25/22 – Debbie attended 2nd Quarter FEMA CTP meeting
- 5/25/22 – ED attended FEMA Flood Insurance Rate Map public meeting in Alpine County
- 5/26/22 – Shane attended Trails grant meeting
- 5/26 /22 - Brenda & Martina met w/NEON re: social media for promoting Pollinators release
- 5/31/22 – Staff Meeting (all)
- 6/1/22 – Ed, Debbie & Brenda hosted High Water Mark Outreach Planning meeting with Carson City and Douglas County staff
- 6/1/22 - Ed & Catrina hosted Administrative Committee meeting
- 6/1/22 – Ed and Catrina met with the CWSD Administrative Committee
- 6/2/22 – Brenda attended American Planners Association (APA) monthly meeting
- 6/2/22 – Ed attended Nevada Regional Drought Impact Task Forces meeting
- 6/2/22 – Ed, Patrick, and David Griffith met with reps from CA RCRC regarding Alpine County become an official member of CWSD.
- 6/3/22 – Ed attended meeting w/BOR re: CWSD Water Marketing Feedback
- 6/7/22 – Ed went up to Lost Lakes

- 6/8/22 - Brenda attended Soil Health & Water Quality Link Webinar
- 6/8/22 – Debbie participated in FEMA CTP Working Group meeting
- 6/9/22 – Brenda attended BMP Handbook Technical Advisory Group meeting hosted by NDEP
- 6/13/22 – Ed met with HDR and Douglas County to review the flood forecast model
- 6/14/22 – Ed attended CTWCD Board meeting in Reno
- 6/14/22 – Debbie attended FEMA High Water Mark Communication Outreach meeting
- 6/14/22 – Brenda & Martina attended Webinar: Watershed-Wide Infiltration and Flood Benefits from the Fields
- 6/16/22 – Debbie attended NV Flood Awareness Core Team meeting
- 6/16/22 – Brenda & Shane filmed “Recreate Responsibly” video

STAFF RECOMMENDATION: Receive and file.

NO CORRESPONDENCE