



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

NOTICE OF PUBLIC MEETING

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

DATE: June 21, 2023
TIME: 6:30 pm
LOCATION: Lyon County Utilities Conference Room
34 Lakes Blvd., Suite 103, Dayton, NV 89403

The meeting will be preceded by a tour of Donovan Mill, 900 Main Street in Silver City. The Board will meet there at 4pm for the tour, and then on to 1st & 10 Bar & Grill for dinner at 5pm. Our Board meeting will be at 6:30pm at the Lyon County Utilities Conference Room, 34 Lakes Blvd., Suite 103, in Dayton. A quorum of the CWSD Directors may be present at the events preceding the board meeting, but no action will be taken.

CWSD encourages Board Members attendance at field trips to be in-person meetings, but virtual attendance is available via [Zoom](#). If you prefer to phone in, call (669)900 9128. Meeting ID:854 8015 0225; Passcode: 996472

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 3 business days in advance so that arrangements can be made.

1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
2. Roll Call
3. Pledge of Allegiance
4. For Discussion Only: Public Comment - 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 17, 2023

****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 2023
8. For Possible Action: Approval of Payment of Bills for May 2023
9. For Possible Action: Approval of Agreement #2023-4 Carson Valley Conservation District – Carson Valley River Projects Maintenance & Repairs, not to exceed \$215,000
10. For Possible Action: Approval of Agreement #2023-5 Dayton Valley Conservation District – Pardere & Ricci Stabilization, Channel Maintenance & Riparian Bridge Protection, not to exceed \$100,000

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

11. For Possible Action: Approval of Agreement #2023-6 Lahontan Conservation District – Clearing & Snagging Carson River, not to exceed \$29,500
12. For Possible Action: Approval of Agreement #2023-7 River Wranglers – Conserve Carson River Workdays, not to exceed \$30,000
13. For Possible Action: Approval of Agreement #2023-8 Alpine Watershed Group – Upper Carson River Watershed Programs, not to exceed \$30,000
14. For Possible Action: Approval of Agreement #2023-9 Alpine Watershed Group – West Fork Carson River Prioritization Project, not to exceed \$83,350
15. For Possible Action: Approval of Agreement #2023-10 Truckee-Carson Irrigation District – Carson River Diversion Dam, not to exceed \$50,000
16. For Possible Action: Approval of Agreement #2023-11 Sierra Nevada Journeys – Family Watershed Nights, not to exceed \$3,279.40
17. For Possible Action: Approval of Agreement #2023-15 – HDR Engineering - Pinenut Creek LOMR (FEMA Response), not to exceed \$6,784
18. For Possible Action: Approval of Agreement #2023-16 - Stantec - Clear Creek LOMR (FEMA Response), not to exceed \$5,945.

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

19. For Discussion Only: Presentation of New Weir Along the V-Line in Churchill County, High-Water River Float through Carson Valley, and flooding in the Fandango Parking lot in Carson City
20. For Possible Action: Approval of Agreement #2023-13 Shane Fryer – Post Employment Contract Work, not to exceed \$60,000
21. For Possible Action: General Manager Annual Review
22. For Discussion Only: Overview of the Water Picture for the Carson River Watershed
23. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
24. For Discussion Only: Directors and Alpine County Reports
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@cwdsd.org) and is available on the CWSD website at <https://www.cwdsd.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

Storey County Clerk's Office
26 S. B Street
Virginia City, 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., Suite 209
Carson City, NV

Alpine County Government Center
99 Water St.
Markleeville, CA

Minden Inn
1594 Esmeralda Avenue
Minden, NV

CWSD Website: <https://www.cwsd.org>

State Public Meetings Website: <http://notice.nv.gov>

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 10am on June 14, 2023, he/she posted a copy of the *Notice of Public Meeting and Agenda* for the June 21, 2023, meeting of the Carson Water Subconservancy District Board of Directors, in accordance with NRS 241.020; said agenda was posted at the following location:

Posting 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 17, 2023

Draft Minutes

Chairperson Workman called the meeting of the Carson Water Subconservancy District (CWSD) to order at 6:30pm in the East Fork Fire Protection District Conference Room at 1694 County Road, Minden, NV 89423. Roll call of the CWSD Board was taken and a quorum was determined to be present.

CWSD Directors present:

Mark Gardner
Stacey Giomi
Sharla Hales
Tammy Hendrix
Jim Hindle
Cassi Koerner

Dave Nelson
Ernie Schank
Bus Scharmann
Lisa Schuette
Fred Stodieck
Mike Workman

Roll call included CWSD Committee Member present – Charlie Dobson and David Griffith.

CWSD Staff & Guests present:

Stefani Bell, Michael Baker Intl.
Shane Fryer, CWSD
Brenda Hunt, CWSD
Edwin James, CWSD
Patrick King, CWSD Attorney
Debbie Neddenriep, CWSD

Kelly Nicholas, CWSD AmeriCorps
Karin Peternel, Michael Baker Intl.
Max Robinson, CWSD
Catrina Schambra, CWSD
Courtney Walker, Douglas County

Director Gardner led the pledge of allegiance.

Item #4 – Discussion Only: Public Comment –

Director Gardner introduced Douglas County Public Works Director, Phil Ritger.

Item #5 – For Possible Action: Approval of Agenda

Director Schank made a motion to approve the May 17, 2023, Agenda, as presented. 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 19, 2023

Director Giomi made a motion to approve the Board Meeting Minutes of April 19, 2023, as presented. The motion was seconded by Director Koerner and unanimously approved by the Board.

Item #7 – For Possible Action: CWSD will conduct a Public Hearing on FY 2023-24 Tentative Budget

Director Workman opened the Public Hearing on FY 2023-24 Tentative Budget. There were no public comments. The Public Hearing on FY 2023-24 Tentative Budget was closed.

No action taken.

****CONSENT AGENDA****

Item #8 – For Possible Action: Approval of Treasurer’s Report for April 2023

Item #9 – For Possible Action: Approval of Payment of Bills for April 2023

Item #10 – For Possible Action: Approval of Lost Lakes Agreement with Carson City

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

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

Item #11 - For Discussion Only: Presentation of Recent Flooding in Douglas County

Courtney Walker, Douglas County Stormwater Manager gave a presentation on recent flooding. [Click here to view the presentation slides.](#)

No action taken.

Item #12 - For Discussion Only: Carson City East ADMP Presentation

Stefani Bell and Karin Peternel from Michael Baker International gave a presentation on the FEMA Carson City East Area Drainage Master Plan (ADMP).

[Click here to view the presentation slides.](#)

No action taken.

Item #13 - For Discussion Only: Discussion regarding the 2023 Watershed Forum, Get on the Bus Tour, and river floats.

Ms. Nicholas gave a recap on the Watershed Forum held in April and all positive survey responses by attendees. It was the first time we had several panel discussions and it was well received.

Ms. Hunt discussed the on-going planning of the 2-day GET ON THE BUS tour and the schedule of stops and speakers so far.

Mr. Fryer announced this is the year to float the Carson River! An East Fork Float is set for Tuesday, June 20. There are 40 seats available. The group will meet at 8am at Ruhenstroth to be taken to the drop-in point by bus. The float will be 4-5 hours stopping for lunch at the Hot Springs. He urged Board members to let him know if they would like to reserve a seat.

No action taken.

Item #14 - For Possible Action: Approval of the Final CWSD FY 2023-24 Budgets

Mr. James gave a brief overview of the final CWSD FY 2023-24 Budgets as recommended for approval by the Finance Committee at their meeting on May 2, 2023.

Director Giomi made a motion to approve the Final CWSD FY 2023-24 Budgets as recommended by the Finance Committee. The motion was seconded by Director Schank and unanimously approved by the Board.

Item #15 - For Discussion Only: Overview of the Water Picture for the Carson River Watershed

Mr. James presented slides of the record-breaking water picture for the Carson River watershed to date. Estimates of the high flows in the East Fork were way off. Models did not consider the actual irrigation and diversions out of flows to Lahontan. [Click here to view the presentation slides.](#)

No action taken.

Item #18 - For Discussion Only: Staff Reports

Mr. James reported the following:

- The Administrative Committee will be meeting on June 2 to discuss the Conserve Nevada Program's \$43.3 Million Bond issue. Most of the funding is already allocated, but there is \$1 Million available for Carson/Truckee and \$2 Million available for other state projects. CWSD has been asked if we want to participate on the Steering Committee for the funding allocation of the Carson/Truckee programs.

Mrs. Hunt reported the following:

- She met with David Friedman regarding EPA Mercury Superfund Site Interim Record of Decision. A letter from EPA is expected this Fall.

Ms. Neddenriep reported on the following:

- The Walker River Flood Risk Assessment Kick Off meeting was held today.

Legal – None

Correspondence – GET ON THE BUS! Press Release

No action was taken.

Item #19 – For Discussion Only: Directors & Committee Members Reports –

- Director Gardner appreciates everyone's attendance today!
- Committee Member Griffith reported an incident in Alpine County with weather related property damage.
- Director Hendrix thanks everyone for their help in Lyon County.
- Director Giomi reported the Carson City East ADMP presentation will be given to the Board of Supervisors tomorrow.

DRAFT

- Director Scharmann reported there is a disagreement between TCID and Churchill Commissioners regarding if additional water should be released from Lahontan Reservoir or should TCID start storing water. There are two times the amount of water that Lahontan can hold still in the mountains!
- Director Nelson thanks everyone for approving the budget. Committee worked hard on it.
- Director Workman thanked everyone. Great tour and dinner!

No action was taken.

Item #20 – For Discussion Only: Public Comment – None

There being no further business to come before the Board, Chairperson Workman adjourned the meeting at 8:08pm.

Respectfully submitted,
Catrina Schambra
Secretary to the Board

AGENDA ITEM #7

TREASURER'S REPORT

11:41 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/23

Balance Sheet

Cash Basis

As of May 31, 2023

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1013-00 · Cash in Checking - U. S. Bank	103,161.03
1014-00 · Local Gov't Inv. Pool-Regular	1,076,073.08
1030-00 · Petty Cash	100.00
Total Checking/Savings	1,179,334.11
Other Current Assets	
1055-00 · Payroll Deposit - Carson City	500.00
Total Other Current Assets	500.00
Total Current Assets	1,179,834.11
TOTAL ASSETS	1,179,834.11
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	596,569.44
Net Income	492,950.31
Total Equity	1,089,519.75
TOTAL LIABILITIES & EQUITY	1,179,834.11

11:40 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/23

Profit & Loss Budget vs. Actual

Cash Basis

July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5007-00 · Storey County Contribution	16,775.92	16,775.92		100.0%
5008-00 · Alpine Co. Joint Powers contrib	12,276.07	12,276.07		100.0%
5009-00 · Churchill County Ad Valorem	218,723.03	244,771.60	-26,048.57	89.4%
5010-00 · Lyon County Ad Valorem	211,752.59	216,545.36	-4,792.77	97.8%
5011-00 · Douglas County Ad Valorem	703,223.98	701,475.82	1,748.16	100.2%
5012-00 · Carson City Ad Valorem	581,401.28	507,228.23	74,173.05	114.6%
5022-00 · Water Lease - Mud Lake	62,082.20	58,000.00	4,082.20	107.0%
5031-00 · Interest Income-LGIP Reg.	19,048.59	2,110.04	16,938.55	902.8%
5050-00 · Watershed Coordinator Grant				
5050-14 · NDEP-WS COORD V 1/1-12/31/2022	88,730.13	64,677.65	24,052.48	137.2%
Total 5050-00 · Watershed Coordinator Grant	88,730.13	64,677.65	24,052.48	137.2%
5058-00 · 208 Water Quality Plan				
5058-06 · NDEP 208 Water Quality AG	14,650.30	18,924.00	-4,273.70	77.4%
Total 5058-00 · 208 Water Quality Plan	14,650.30	18,924.00	-4,273.70	77.4%
5060-00 · Misc. Income/Watershed Tour	2,100.00	6,000.00	-3,900.00	35.0%
5082-00 · Alpine Co.-CASGEM Grant	1,182.76	800.00	382.76	147.8%
5083-00 · Al.Co.-Mesa GW Monitoring Grant	3,716.40	800.00	2,916.40	464.6%
5101-00 · State Parks Aquatic Trail Grant		60,000.00	-60,000.00	
6006-00 · FEMA-MAS #11	118,734.73	77,629.00	41,105.73	153.0%
6007-00 · FEMA-MAS #12	471,441.54	582,202.00	-110,760.46	81.0%
6008-00 · FEMA - COMS #1	152,765.46		152,765.46	100.0%
Total Income	2,678,604.98	2,570,215.69	108,389.29	104.2%
Expense				
7015-00 · Salaries & Wages	469,288.92	506,147.00	-36,858.08	92.7%
7020-00 · Employee Benefits	175,210.76	193,600.00	-18,389.24	90.5%
7021-00 · Workers Comp Ins.	790.10	1,000.00	-209.90	79.0%
7101-00 · Director's Fees				
7101-01 · Director Benefits	144.06		144.06	100.0%
7101-02 · Director's Fees-Alpine Co.	1,600.00		1,600.00	100.0%
7101-00 · Director's Fees - Other	9,277.55	18,000.00	-8,722.45	51.5%
Total 7101-00 · Director's Fees	11,021.61	18,000.00	-6,978.39	61.2%
7102-00 · Insurance	5,067.21	5,400.00	-332.79	93.8%
7103-00 · Office Supplies	2,927.63	3,200.00	-272.37	91.5%
7104-00 · Postage	1,344.80	1,500.00	-155.20	89.7%
7105-00 · Rent	35,978.50	39,300.00	-3,321.50	91.5%
7106-00 · Telephone/Internet	4,679.83	3,500.00	1,179.83	133.7%
7107-00 · Travel-transport/meals/lodging				
7107-01 · Car Allowance	5,750.00		5,750.00	100.0%
7107-00 · Travel-transport/meals/lodging - Other	4,927.49	16,000.00	-11,072.51	30.8%
Total 7107-00 · Travel-transport/meals/lodging	10,677.49	16,000.00	-5,322.51	66.7%
7108-00 · Dues & Publications	1,272.06	1,200.00	72.06	106.0%
7109-00 · Miscellaneous Expense		1,000.00	-1,000.00	
7110-00 · Conferences & Education	1,495.00	1,700.00	-205.00	87.9%
7111-00 · Office Equipment	6,880.21	6,000.00	880.21	114.7%
7112-00 · Bank Charges	25.00	50.00	-25.00	50.0%
7114-00 · Outside Professional Services	11,415.77	30,000.00	-18,584.23	38.1%
7115-00 · Accounting	840.00	16,800.00	-15,960.00	5.0%
7116-00 · Legal	20,000.00	30,000.00	-10,000.00	66.7%
7117-00 · Lost Lakes Expenses	10,691.10	14,700.00	-4,008.90	72.7%
7118-00 · Mud Lake O & M	1,376.35	1,400.00	-23.65	98.3%
7120-00 · Integrated Watershed Programs				
7120-07 · Watershed Tour		7,000.00	-7,000.00	
7120-44 · NDEP WS Coord V -1/1-12/31/2023				
7120-45 · WS Coord Grant MATCH 2022-23				

11:40 AM
06/02/23
Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Profit & Loss Budget vs. Actual
July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
7120-46 · WS COORD MATCH-Travel	1.97		1.97	100.0%
Total 7120-45 · WS Coord Grant MATCH 2022-23	1.97		1.97	100.0%
7120-49 · WS COORD-REIMBURSABLE				
7120-51 · WS COORD REIMB - Travel	431.28		431.28	100.0%
7120-52 · WS COORD REIMB- Operations	648.95		648.95	100.0%
7120-53 · WS COORD REIMB- NEON	21,400.00		21,400.00	100.0%
7120-54 · NCE-Web Access System CRASP	13,095.00		13,095.00	100.0%
Total 7120-49 · WS COORD-REIMBURSABLE	35,575.23		35,575.23	100.0%
7120-44 · NDEP WS Coord V -1/1-12/31/2023 - Other		14,373.65	-14,373.65	
Total 7120-44 · NDEP WS Coord V -1/1-12/31/2023	35,577.20	14,373.65	21,203.55	247.5%
Total 7120-00 · Integrated Watershed Programs	35,577.20	21,373.65	14,203.55	166.5%
7120-55 · NDEP WS COORD VI 2023	6,875.37		6,875.37	100.0%
7126-01 · NDEM Grant 2023	1,843.23		1,843.23	100.0%
7127-00 · State Parks Aquatic Trail	2.88	40,000.00	-39,997.12	0.0%
7332-00 · Carson River Work Days				
7332-08 · CR Work Days 2022-23	4,161.21	30,000.00	-25,838.79	13.9%
Total 7332-00 · Carson River Work Days	4,161.21	30,000.00	-25,838.79	13.9%
7337-00 · Carson River Restoration				
7337-01 · Carson Valley Conserv District				
7337-29 · Genoa River Restoration 2022-23	128,697.09	210,000.00	-81,302.91	61.3%
Total 7337-01 · Carson Valley Conserv District	128,697.09	210,000.00	-81,302.91	61.3%
7337-02 · Dayton Valley Conservation Dist				
7337-37 · DVCD - Projects Inventory (EXT)		45,000.00	-45,000.00	
7337-39 · DVCD Pardere Ricci Project	15,720.13	118,000.00	-102,279.87	13.3%
Total 7337-02 · Dayton Valley Conservation Dist	15,720.13	163,000.00	-147,279.87	9.6%
7337-03 · The Nature Conservancy				
7337-50 · Riparian Reveg & Bank Stabilize	21,166.61	25,142.00	-3,975.39	84.2%
Total 7337-03 · The Nature Conservancy	21,166.61	25,142.00	-3,975.39	84.2%
7337-04 · Lahontan Conserv.Dist				
7337-45 · LCD Clearing & Sand Bar Removal		27,000.00	-27,000.00	
Total 7337-04 · Lahontan Conserv.Dist		27,000.00	-27,000.00	
Total 7337-00 · Carson River Restoration	165,583.83	425,142.00	-259,558.17	38.9%
7337-34 · DVCD Bank Stab/Dayton Br (EXT)		118,000.00	-118,000.00	
7404-00 · Noxious Weeds Control-CR Wtrshd		85,000.00	-85,000.00	
7406-00 · 208 Water Quality Mgmt. Plan				
7406-04 · NDEP 208 Water Qual AG 2022-23	1,198.47	2,200.00	-1,001.53	54.5%
Total 7406-00 · 208 Water Quality Mgmt. Plan	1,198.47	2,200.00	-1,001.53	54.5%
7440-00 · FEMA - MAS #11				
7440-15 · Conference(Travel/Meals/Hotel)	68.75		68.75	100.0%
7440-31 · Smelter Creek LOMR -Kimley Horn	5,573.50		5,573.50	100.0%
7440-40 · 2022 Flood Awareness	8,550.52		8,550.52	100.0%
7440-51 · Clear Creek LOMR -Cardno	35,307.50		35,307.50	100.0%
7440-61 · CV Flood Forecast Model -HDR	24,279.35		24,279.35	100.0%
7440-71 · Web Access System-Michael Baker	18,769.07		18,769.07	100.0%
7440-00 · FEMA - MAS #11 - Other	104.52	43,206.00	-43,101.48	0.2%
Total 7440-00 · FEMA - MAS #11	92,653.21	43,206.00	49,447.21	214.4%
7440-72 · MB Web Access Match	7,200.00	7,200.00		100.0%
7441-00 · FEMA - MAS #12				
7441-01 · CC EAST ADMP-MB	128,140.38		128,140.38	100.0%

11:40 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/23

Profit & Loss Budget vs. Actual

Cash Basis

July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
7441-02 · CC Southeast ADMP - KH	83,972.25		83,972.25	100.0%
7441-03 · VC 6-Mile Cyn ADMP-Lumos	130,706.90		130,706.90	100.0%
7441-04 · Buckeye Creek -JEF	87,127.20		87,127.20	100.0%
7441-05 · Ramsey Cyn Flood Study-HMC	248.99		248.99	100.0%
7441-07 · Trvl/Hotel/Meals/Conf/Mileage	935.59		935.59	100.0%
7441-08 · FAW -2023	2,776.83		2,776.83	100.0%
7441-09 · Mural Project-Jungle Designs	1,713.95		1,713.95	100.0%
7441-00 · FEMA - MAS #12 - Other	162.74	541,300.00	-541,137.26	0.0%
Total 7441-00 · FEMA - MAS #12	435,784.83	541,300.00	-105,515.17	80.5%
7442-00 · FEMA - COMS 1				
7442-01 · Stagecoach ADMP - JEF	91,850.05		91,850.05	100.0%
7442-02 · North Silver Springs ADMP - KH	26,125.00		26,125.00	100.0%
7442-03 · Walker River Flood Risk - MB	2,922.60		2,922.60	100.0%
7442-00 · FEMA - COMS 1 - Other	239.55		239.55	100.0%
Total 7442-00 · FEMA - COMS 1	121,137.20		121,137.20	100.0%
7500-00 · USGS Stream Gage Contract				
7500-04 · USGS Stream Flow Gauges 21-23	60,053.75	81,089.00	-21,035.25	74.1%
Total 7500-00 · USGS Stream Gage Contract	60,053.75	81,089.00	-21,035.25	74.1%
7508-00 · USGS Do.Co.WQ & GW Monitoring				
7508-04 · DoCo WQ/GW Mon. 2021-23	14,626.25	17,580.00	-2,953.75	83.2%
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring	14,626.25	17,580.00	-2,953.75	83.2%
7524-00 · USGS-GW Lvl & WQ in Ch.Co.				
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-23	3,280.88	4,921.33	-1,640.45	66.7%
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.	3,280.88	4,921.33	-1,640.45	66.7%
7526-01 · USGS Middle Carson GW 2020-24	10,457.76	15,250.00	-4,792.24	68.6%
7529-00 · USGS Water Resources 2022-24	31,685.00	44,375.00	-12,690.00	71.4%
7600-00 · Alpine County Projects				
7600-09 · Al.Co.-CASGEM	1.30	5.00	-3.70	26.0%
7600-10 · Al.Co.-Mesa GW Monitoring	43.65	2.00	41.65	2,182.5%
7600-14 · AWG Programs 22-23	30,000.00	30,000.00		100.0%
Total 7600-00 · Alpine County Projects	30,044.95	30,007.00	37.95	100.1%
7610-00 · Douglas County Projects				
7610-10 · Do.Co.Reg.Pipeline Debt Service	125,000.00	125,000.00		100.0%
Total 7610-00 · Douglas County Projects	125,000.00	125,000.00		100.0%
7620-00 · Carson City Projects				
7620-11 · CC Reg.Pipeline Debt Service	62,500.00	125,000.00	-62,500.00	50.0%
Total 7620-00 · Carson City Projects	62,500.00	125,000.00	-62,500.00	50.0%
7630-00 · Lyon County Projects				
7630-12 · HWY 50 Right-of-Way Project Exp		100,000.00	-100,000.00	
Total 7630-00 · Lyon County Projects		100,000.00	-100,000.00	
7640-00 · Churchill County Projects				
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24	7,953.00	14,500.00	-6,547.00	54.8%
7640-22 · Dixie Valley Wtr Lvl 2022-25	14,920.73	23,000.00	-8,079.27	64.9%
7640-30 · PMR Study Addendum #2020-01 HDR	2,532.58	44,342.00	-41,809.42	5.7%
Total 7640-00 · Churchill County Projects	25,406.31	81,842.00	-56,435.69	31.0%
Total Expense	2,006,054.67	2,828,982.98	-822,928.31	70.9%
Net Ordinary Income	672,550.31	-258,767.29	931,317.60	-259.9%
Other Income/Expense				
Other Income				
8005-00 · Beginning Equity		703,347.45	-703,347.45	

For internal & discussion purposes only.

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Profit & Loss Budget vs. Actual
July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
8009-00 · Trans. In-Floodplain Mgmt. Fd.	7,200.00	7,200.00		100.0%
8015-00 · Trans. In-Acq/Const. Fund		100,000.00	-100,000.00	
Total Other Income	7,200.00	810,547.45	-803,347.45	0.9%
Other Expense				
8002-00 · Transfer Out-Acq/Const Fund	135,000.00	135,000.00		100.0%
8008-00 · Preliminary Planning		400,000.00	-400,000.00	
8014-00 · Trans. Out-Floodplain Mgmt. Fd.	51,800.00	51,800.00		100.0%
Total Other Expense	186,800.00	586,800.00	-400,000.00	31.8%
Net Other Income	-179,600.00	223,747.45	-403,347.45	-80.3%
Net Income	492,950.31	-35,019.84	527,970.15	-1,407.6%

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

Profit & Loss YTD Comparison

May 2023

	May 23	Jul '22 - May 23
Ordinary Income/Expense		
Income		
5007-00 · Storey County Contribution		16,775.92
5008-00 · Alpine Co. Joint Powers contrib		12,276.07
5009-00 · Churchill County Ad Valorem		218,723.03
5010-00 · Lyon County Ad Valorem		211,752.59
5011-00 · Douglas County Ad Valorem	7,652.22	703,223.98
5012-00 · Carson City Ad Valorem	106,903.73	581,401.28
5022-00 · Water Lease - Mud Lake	62,082.20	62,082.20
5031-00 · Interest Income-LGIP Reg.	2,740.70	19,048.59
5050-00 · Watershed Coordinator Grant		
5050-14 · NDEP-WS COORD V 1/1-12/31/2022		88,730.13
Total 5050-00 · Watershed Coordinator Grant		88,730.13
5058-00 · 208 Water Quality Plan		
5058-06 · NDEP 208 Water Quality AG	1,585.79	14,650.30
Total 5058-00 · 208 Water Quality Plan	1,585.79	14,650.30
5060-00 · Misc. Income/Watershed Tour	2,100.00	2,100.00
5082-00 · Alpine Co.-CASGEM Grant		1,182.76
5083-00 · Al.Co.-Mesa GW Monitoring Grant		3,716.40
6005-00 · FEMA -MAS #10		
6006-00 · FEMA-MAS #11	621.95	118,734.73
6007-00 · FEMA-MAS #12	28,789.99	471,441.54
6008-00 · FEMA - COMS #1	29,145.34	152,765.46
Total Income	241,621.92	2,678,604.98
Expense		
7015-00 · Salaries & Wages	42,116.78	469,288.92
7020-00 · Employee Benefits	15,607.84	175,210.76
7021-00 · Workers Comp Ins.		790.10
7101-00 · Director's Fees		
7101-01 · Director Benefits	22.41	144.06
7101-02 · Director's Fees-Alpine Co.	160.00	1,600.00
7101-00 · Director's Fees - Other	1,280.00	9,277.55
Total 7101-00 · Director's Fees	1,462.41	11,021.61
7102-00 · Insurance		5,067.21
7103-00 · Office Supplies	113.06	2,927.63
7104-00 · Postage	154.40	1,344.80
7105-00 · Rent	3,307.70	35,978.50
7106-00 · Telephone/Internet	473.25	4,679.83
7107-00 · Travel-transport/meals/lodging		
7107-01 · Car Allowance	500.00	5,750.00
7107-00 · Travel-transport/meals/lodging - Other	771.77	4,927.49
Total 7107-00 · Travel-transport/meals/lodging	1,271.77	10,677.49
7108-00 · Dues & Publications	146.00	1,272.06
7110-00 · Conferences & Education		1,495.00
7111-00 · Office Equipment	178.27	6,880.21
7112-00 · Bank Charges		25.00
7114-00 · Outside Professional Services	120.00	11,415.77
7115-00 · Accounting		840.00
7116-00 · Legal	2,000.00	20,000.00
7117-00 · Lost Lakes Expenses		10,691.10
7118-00 · Mud Lake O & M		1,376.35
7120-00 · Integrated Watershed Programs		
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		1.97
Total 7120-45 · WS Coord Grant MATCH 2022-23		1.97
7120-49 · WS COORD-REIMBURSABLE		
7120-51 · WS COORD REIMB - Travel		431.28
7120-52 · WS COORD REIMB- Operations		648.95
7120-53 · WS COORD REIMB- NEON		21,400.00
7120-54 · NCE-Web Access System CRASP		13,095.00
Total 7120-49 · WS COORD-REIMBURSABLE		35,575.23

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND**Profit & Loss YTD Comparison****May 2023**

	May 23	Jul '22 - May 23
Total 7120-44 · NDEP WS Coord V -1/1-12/31/2023		35,577.20
Total 7120-00 · Integrated Watershed Programs		35,577.20
7120-55 · NDEP WS COORD VI 2023	2,529.38	6,875.37
7126-01 · NDEM Grant 2023	1,803.12	1,843.23
7127-00 · State Parks Aquatic Trail	2.88	2.88
7332-00 · Carson River Work Days		
7332-07 · CR Work Days 2021-22		
7332-08 · CR Work Days 2022-23		4,161.21
Total 7332-00 · Carson River Work Days		4,161.21
7337-00 · Carson River Restoration		
7337-01 · Carson Valley Conserv District		
7337-29 · Genoa River Restoration 2022-23		128,697.09
Total 7337-01 · Carson Valley Conserv District		128,697.09
7337-02 · Dayton Valley Conservation Dist		
7337-37 · DVCD - Projects Inventory (EXT)		
7337-39 · DVCD Pardere Ricci Project		15,720.13
Total 7337-02 · Dayton Valley Conservation Dist		15,720.13
7337-03 · The Nature Conservancy		
7337-50 · Riparian Reveg & Bank Stabilize	602.69	21,166.61
Total 7337-03 · The Nature Conservancy	602.69	21,166.61
Total 7337-00 · Carson River Restoration	602.69	165,583.83
7404-00 · Noxious Weeds Control-CR Wtrshd		
7404-01 · Noxious Weed Control-Alpine Co.		
7404-02 · Noxious Weed Control-Douglas Co		
7404-03 · Noxious Weed Control-CarsonCity		
7404-04 · Noxious Weed Control-Lyon Co.		
7404-05 · Noxious Weed Control-Churchill		
Total 7404-00 · Noxious Weeds Control-CR Wtrshd		
7406-00 · 208 Water Quality Mgmt. Plan		
7406-04 · NDEP 208 Water Qual AG 2022-23	0.30	1,198.47
Total 7406-00 · 208 Water Quality Mgmt. Plan	0.30	1,198.47
7439-00 · FEMA MAS #10		
7439-05 · Ch Cty Flood Maps (HDR)		
Total 7439-00 · FEMA MAS #10		
7440-00 · FEMA - MAS #11		
7440-15 · Conference(Travel/Meals/Hotel)		68.75
7440-31 · Smelter Creek LOMR -Kimley Horn		5,573.50
7440-40 · 2022 Flood Awareness		8,550.52
7440-51 · Clear Creek LOMR -Cardno		35,307.50
7440-61 · CV Flood Forecast Model -HDR		24,279.35
7440-71 · Web Access System-Michael Baker		18,769.07
7440-00 · FEMA - MAS #11 - Other	2.05	104.52
Total 7440-00 · FEMA - MAS #11	2.05	92,653.21
7440-72 · MB Web Access Match	7,200.00	7,200.00
7441-00 · FEMA - MAS #12		
7441-01 · CC EAST ADMP-MB		128,140.38
7441-02 · CC Southeast ADMP - KH	4,038.25	83,972.25
7441-03 · VC 6-Mile Cyn ADMP-Lumos	9,615.30	130,706.90
7441-04 · Buckeye Creek -JEF	9,841.44	87,127.20
7441-05 · Ramsey Cyn Flood Study-HMC		248.99
7441-07 · Trvl/Hotel/Meals/Conf/Mileage	924.47	935.59
7441-08 · FAW -2023	-92.79	2,776.83
7441-09 · Mural Project-Jungle Designs		1,713.95
7441-00 · FEMA - MAS #12 - Other	15.11	162.74
Total 7441-00 · FEMA - MAS #12	24,341.78	435,784.83
7442-00 · FEMA - COMS 1		
7442-01 · Stagecoach ADMP - JEF	17,698.00	91,850.05
7442-02 · North Silver Springs ADMP - KH	6,225.00	26,125.00
7442-03 · Walker River Flood Risk - MB	2,922.60	2,922.60
7442-00 · FEMA - COMS 1 - Other	50.09	239.55

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Profit & Loss YTD Comparison
May 2023

	May 23	Jul '22 - May 23
Total 7442-00 · FEMA - COMS 1	26,895.69	121,137.20
7500-00 · USGS Stream Gage Contract		
7500-04 · USGS Stream Flow Gauges 21-23		60,053.75
Total 7500-00 · USGS Stream Gage Contract		60,053.75
7508-00 · USGS Do.Co.WQ & GW Monitoring		
7508-04 · DoCo WQ/GW Mon. 2021-23		14,626.25
Total 7508-00 · USGS Do.Co.WQ & GW Monitoring		14,626.25
7524-00 · USGS-GW Lvl & WQ in Ch.Co.		
7524-02 · USGS-GW Lvl & WQ-ChCo 2018-23		3,280.88
Total 7524-00 · USGS-GW Lvl & WQ in Ch.Co.		3,280.88
7526-01 · USGS Middle Carson GW 2020-24		10,457.76
7529-00 · USGS Water Resources 2022-24		31,685.00
7600-00 · Alpine County Projects		
7600-09 · Al.Co.-CASGEM		1.30
7600-10 · Al.Co.-Mesa GW Monitoring		43.65
7600-14 · AWG Programs 22-23	15,000.00	30,000.00
Total 7600-00 · Alpine County Projects	15,000.00	30,044.95
7610-00 · Douglas County Projects		
7610-10 · Do.Co.Reg.Pipeline Debt Service		125,000.00
Total 7610-00 · Douglas County Projects		125,000.00
7620-00 · Carson City Projects		
7620-11 · CC Reg.Pipeline Debt Service		62,500.00
Total 7620-00 · Carson City Projects		62,500.00
7640-00 · Churchill County Projects		
7640-18 · Dixie Vlt Wtr Lvl Meas 2019-22		
7640-20 · Lahontan Vly.Wtr.Lvl. 2021-24		7,953.00
7640-22 · Dixie Valley Wtr Lvl 2022-25		14,920.73
7640-30 · PMR Study Addendum #2020-01 HDR		2,532.58
Total 7640-00 · Churchill County Projects		25,406.31
Total Expense	145,329.37	2,006,054.67
Net Ordinary Income	96,292.55	672,550.31
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
Other Expense		
8002-00 · Transfer Out-Acq/Const Fund		135,000.00
8014-00 · Trans. Out-Floodplain Mgmt. Fd.		51,800.00
Total Other Expense		186,800.00
Net Other Income	7,200.00	-179,600.00
Net Income	103,492.55	492,950.31

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CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

06/02/23

Balance Sheet

Cash Basis

As of May 31, 2023

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1013-01 · Local Gov't Inv.Pool-Reserve	1,199,216.50
Total Checking/Savings	1,199,216.50
Total Current Assets	1,199,216.50
TOTAL ASSETS	1,199,216.50
LIABILITIES & EQUITY	
Equity	
4000-01 · Fund Balance - Capital Project	1,037,143.62
Net Income	162,072.88
Total Equity	1,199,216.50
TOTAL LIABILITIES & EQUITY	1,199,216.50

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CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

06/02/23

Profit & Loss Budget vs. Actual

Cash Basis

July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-01 · Interest Income - LGIP Res.	27,072.88	2,971.37	24,101.51	911.1%
Total Income	27,072.88	2,971.37	24,101.51	911.1%
Expense				
8015-04 · Construction Projects		900,000.00	-900,000.00	
8015-05 · Right-A-Way Lyon Cty Utility SS		100,000.00	-100,000.00	
Total Expense		1,000,000.00	-1,000,000.00	
Net Ordinary Income	27,072.88	-997,028.63	1,024,101.51	-2.7%
Other Income/Expense				
Other Income				
8000-01 · Beginning Equity		990,458.00	-990,458.00	
8001-01 · Transfer In	135,000.00	135,000.00		100.0%
Total Other Income	135,000.00	1,125,458.00	-990,458.00	12.0%
Other Expense				
8002-01 · Transfer Out		100,000.00	-100,000.00	
Total Other Expense		100,000.00	-100,000.00	
Net Other Income	135,000.00	1,025,458.00	-890,458.00	13.2%
Net Income	162,072.88	28,429.37	133,643.51	570.1%

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CARSON WTR SUBCONSERVANCY DIST - ACQUISITION/CONSTRUCTION

06/02/23

Profit & Loss YTD Comparison

Cash Basis

May 2023

	May 23	Jul '22 - May 23
Ordinary Income/Expense		
Income		
5032-01 · Interest Income - LGIP Res.	3,912.38	27,072.88
Total Income	3,912.38	27,072.88
Net Ordinary Income	3,912.38	27,072.88
Other Income/Expense		
Other Income		
8001-01 · Transfer In		135,000.00
Total Other Income		135,000.00
Net Other Income		135,000.00
Net Income	3,912.38	162,072.88

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06/02/23
Cash Basis

Floodplain Management Fund
Balance Sheet
As of May 31, 2023

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1013-03 · LGIP - Floodplain	395,142.66
Total Checking/Savings	395,142.66
Total Current Assets	395,142.66
TOTAL ASSETS	395,142.66
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	341,519.51
Net Income	53,623.15
Total Equity	395,142.66
TOTAL LIABILITIES & EQUITY	395,142.66

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Cash Basis

Floodplain Management Fund
Profit & Loss Budget vs. Actual
July 2022 through May 2023

	Jul '22 - May 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5032-03 · Int. Inc.-LGIP-Floodplain	9,023.15	918.60	8,104.55	982.3%
Total Income	9,023.15	918.60	8,104.55	982.3%
Expense				
8009-01 · Reg. Flood Preliminary Planning	0.00	300,000.00	-300,000.00	0.0%
8009-07 · Web Hosting (MB)	7,200.00	7,200.00	0.00	100.0%
Total Expense	7,200.00	307,200.00	-300,000.00	2.3%
Net Ordinary Income	1,823.15	-306,281.40	308,104.55	-0.6%
Other Income/Expense				
Other Income				
8000-03 · Beginning Equity	0.00	306,200.00	-306,200.00	0.0%
8001-03 · Trans. In	51,800.00	51,800.00	0.00	100.0%
Total Other Income	51,800.00	358,000.00	-306,200.00	14.5%
Net Other Income	51,800.00	358,000.00	-306,200.00	14.5%
Net Income	53,623.15	51,718.60	1,904.55	103.7%

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Cash Basis

Floodplain Management Fund
Profit & Loss YTD Comparison
May 2023

	<u>May 23</u>	<u>Jul '22 - May 23</u>
Ordinary Income/Expense		
Income		
5032-03 · Int. Inc.-LGIP-Floodplain	<u>1,312.62</u>	<u>9,023.15</u>
Total Income	<u>1,312.62</u>	<u>9,023.15</u>
Expense		
8009-07 · Web Hosting (MB)	<u>7,200.00</u>	<u>7,200.00</u>
Total Expense	<u>7,200.00</u>	<u>7,200.00</u>
Net Ordinary Income	<u>-5,887.38</u>	<u>1,823.15</u>
Other Income/Expense		
Other Income		
8001-03 · Trans. In	<u>0.00</u>	<u>51,800.00</u>
Total Other Income	<u>0.00</u>	<u>51,800.00</u>
Net Other Income	<u>0.00</u>	<u>51,800.00</u>
Net Income	<u>-5,887.38</u>	<u>53,623.15</u>

AGENDA ITEM #8

PAYMENT OF BILLS

10:33 AM

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/23

Transaction Detail by Account

Cash Basis

May 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
1013-00 · Cash in Checking - U. S. Bank						
Deposit	05/01/2023			Deposit	102,334.59	102,334.59
Check	05/01/2023	10933	Local Government Investment Pool	For deposit/CWSD General	-200,000.00	-97,665.41
Check	05/01/2023	10934	Summit Fire & Security	Acct#354584	-120.00	-97,785.41
Check	05/02/2023	10935	JE Fuller Hydrology & Geomorpholog...	#P3832.01-11 & #P3987.01-4	-27,539.44	-125,324.85
Check	05/04/2023	10936	Euronev, Ltd.	#74334 May Rent	-3,307.70	-128,632.55
Check	05/04/2023	10937	Alpine Watershed Group	Inv#2022-23-2 CWSD	-15,000.00	-143,632.55
Check	05/08/2023	10938	Nevada Appeal	Acct# 2092; Ad#33341	-96.00	-143,728.55
General Jo...	05/08/2023			Web Access Hosting (MB)	7,200.00	-136,528.55
Check	05/08/2023	10939	Michael Baker International, Inc.	Inv#1178781	-7,200.00	-143,728.55
Check	05/08/2023	10940	Pacific Office Automation	Acct#1055811531	-206.27	-143,934.82
Check	05/08/2023	10941	King & Russo, Ltd.	Professional Services April 2023	-2,000.00	-145,934.82
Deposit	05/11/2023			Deposit	1,585.79	-144,349.03
Check	05/12/2023	10942	Carson City	CWSD Payroll #10	-28,816.10	-173,165.13
Check	05/12/2023	10943	Kimley-Horn & Associates, Inc.	24745791 & 24745795	-10,263.25	-183,428.38
Check	05/12/2023	10944	Lumos & Assoc., Inc.	Inv#117583 Proj#10679	-9,615.30	-193,043.68
Deposit	05/16/2023			Deposit	70,784.42	-122,259.26
Check	05/17/2023	10945	Michael Baker International, Inc.	Inv#1179654	-2,922.60	-125,181.86
Deposit	05/22/2023			Deposit	175.00	-125,006.86
Check	05/23/2023	10946	Discover Lake Tahoe	Contract #4049	-850.00	-125,856.86
Check	05/23/2023	10947	The Nature Conservancy	Inv#27689	-602.69	-126,459.55
Check	05/23/2023	10948	Lumos & Assoc., Inc.	Inv#117555 Proj#10974	-1,802.00	-128,261.55
Check	05/23/2023	10949	Charles Dobson	May Fee	-80.00	-128,341.55
Check	05/23/2023	10950	David Griffith	May Director Fee	-80.00	-128,421.55
Check	05/25/2023	10951	CapSpecialty	Policy #A270078720 Catherine Schambra Surety Bo...	-50.00	-128,471.55
Check	05/25/2023	10952	Carson City	CWSD Payroll #11	-30,710.93	-159,182.48
Check	05/25/2023	10953	Deborah Neddenriep	Conference Expenses	-924.47	-160,106.95
Deposit	05/30/2023			Deposit	5,444.14	-154,662.81
Deposit	05/30/2023			Deposit	58,557.28	-96,105.53
Check	05/31/2023	10954	Bank of America	Acct. #4024 4910 0003 3949	-3,024.65	-99,130.18
Check	05/31/2023	10955	Charter Communications	Acct#8354110011312511	-117.97	-99,248.15
Total 1013-00 · Cash in Checking - U. S. Bank					-99,248.15	-99,248.15
1014-00 · Local Gov't Inv. Pool-Regular						
Check	05/01/2023	10933	Local Government Investment Pool	CWSD investment in General Fund LGIP	200,000.00	200,000.00
Deposit	05/01/2023			Interest	2,740.70	202,740.70
Total 1014-00 · Local Gov't Inv. Pool-Regular					202,740.70	202,740.70
3307-00 · CC Payroll Due						
General Jo...	05/12/2023			Payroll #10 (4/21/2023-5/4/2023)	-28,816.10	-28,816.10
Check	05/12/2023	10942	Carson City	Payroll #10 (4/21/2023-5/4/2023)	28,816.10	
General Jo...	05/25/2023			Payroll #11 (5/5/2023-5/18/2023)	-31,118.93	-31,118.93
General Jo...	05/25/2023			May Meals	408.00	-30,710.93
Check	05/25/2023	10952	Carson City	Payroll #11 (5/5/2023-5/18/2023)	30,710.93	
Total 3307-00 · CC Payroll Due						
5011-00 · Douglas County Ad Valorem						
Deposit	05/16/2023	738876	Douglas County Treasurer	April Ad Valorem Taxes	-7,652.22	-7,652.22
Total 5011-00 · Douglas County Ad Valorem					-7,652.22	-7,652.22
5012-00 · Carson City Ad Valorem						
Deposit	05/01/2023	90310...	Carson City	Correction to Ad Valorem Taxes due	-102,334.59	-102,334.59
Deposit	05/30/2023	90310...	Carson City	April Ad Valorem Taxes	-4,569.14	-106,903.73
Total 5012-00 · Carson City Ad Valorem					-106,903.73	-106,903.73
5022-00 · Water Lease - Mud Lake						
Deposit	05/16/2023	90310...	Carson City	Mud Lake Water Use 2022-23	-62,082.20	-62,082.20
Total 5022-00 · Water Lease - Mud Lake					-62,082.20	-62,082.20
5031-00 · Interest Income-LGIP Reg.						
Deposit	05/01/2023			Interest	-2,740.70	-2,740.70
Total 5031-00 · Interest Income-LGIP Reg.					-2,740.70	-2,740.70
5058-00 · 208 Water Quality Plan						
5058-06 · NDEP 208 Water Quality AG						
Deposit	05/11/2023	92094...	State of Nevada	Draw 4	-1,585.79	-1,585.79
Total 5058-06 · NDEP 208 Water Quality AG					-1,585.79	-1,585.79
Total 5058-00 · 208 Water Quality Plan					-1,585.79	-1,585.79
5060-00 · Misc. Income/Watershed Tour						
Deposit	05/16/2023	5321	Suzanne Johnson	GOTB (2) Suzanne Johnson & Matthew McMackin	-350.00	-350.00
Deposit	05/16/2023	1004	River Wranglers	GOTB Rebecca Feldermann (SPLIT)	-175.00	-525.00
Deposit	05/16/2023	10768	Stagecoach GID	GOTB Joe Catanzarite	-175.00	-700.00

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/23

Transaction Detail by Account

Cash Basis

May 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
Deposit	05/16/2023	7531	Environmental Seeds West LLC	GOTB Ed Kleiner	-175.00	-875.00
Deposit	05/16/2023	6448	Comstock Farm	GOTB Linda Kleiner	-175.00	-1,050.00
Deposit	05/22/2023	92151...	Nevada State Treasurer	GOTB Registration - Brandon Bishop -DCNR	-175.00	-1,225.00
Deposit	05/30/2023	335234	Washoe Tribe of Nevada & California	GOTB Tour registration (TBD)	-175.00	-1,400.00
Deposit	05/30/2023	7745	Terry Booth	GOTB Tour registration	-175.00	-1,575.00
Deposit	05/30/2023	90310...	Carson City	GOTB Tour registration - Kincheloe/Singleton/Disbro	-525.00	-2,100.00
Total 5060-00 · Misc. Income/Watershed Tour					-2,100.00	-2,100.00
6006-00 · FEMA-MAS #11						
Deposit	05/30/2023	FEMA		Draw 25	-621.95	-621.95
Total 6006-00 · FEMA-MAS #11					-621.95	-621.95
6007-00 · FEMA-MAS #12						
Deposit	05/30/2023	FEMA		Draw 14	-28,789.99	-28,789.99
Total 6007-00 · FEMA-MAS #12					-28,789.99	-28,789.99
6008-00 · FEMA - COMS #1						
Deposit	05/30/2023	FEMA		Draw 5	-29,145.34	-29,145.34
Total 6008-00 · FEMA - COMS #1					-29,145.34	-29,145.34
7015-00 · Salaries & Wages						
General Jo...	05/12/2023			Salary Payroll #10 Fryer	2,692.83	2,692.83
General Jo...	05/12/2023			Salary Payroll #10 Hunt	3,432.70	6,125.53
General Jo...	05/12/2023			Salary Payroll #10 James	6,552.60	12,678.13
General Jo...	05/12/2023			Salary Payroll #10 Neddenriep	2,518.27	15,196.40
General Jo...	05/12/2023			Salary Payroll #10 Robinson	2,715.61	17,912.01
General Jo...	05/12/2023			Salary Payroll #10 Schambra	2,930.70	20,842.71
General Jo...	05/25/2023			Salary Payroll #11 Fryer	2,934.97	23,777.68
General Jo...	05/25/2023			Salary Payroll #11 Hunt	3,652.85	27,430.53
General Jo...	05/25/2023			Salary Payroll #11 James	6,576.60	34,007.13
General Jo...	05/25/2023			Salary Payroll #11 Neddenriep	2,730.65	36,737.78
General Jo...	05/25/2023			Salary Payroll #11 Robinson	2,568.29	39,306.07
General Jo...	05/25/2023			Salary Payroll #11 Schambra	2,954.71	42,260.78
General Jo...	05/25/2023			May Meals	-144.00	42,116.78
Total 7015-00 · Salaries & Wages					42,116.78	42,116.78
7020-00 · Employee Benefits						
General Jo...	05/12/2023			Benies Payroll #10 Fryer	794.13	794.13
General Jo...	05/12/2023			Benies Payroll #10 Hunt	1,683.26	2,477.39
General Jo...	05/12/2023			Benies Payroll #10 James	2,680.96	5,158.35
General Jo...	05/12/2023			Benies Payroll #10 Neddenriep	1,208.84	6,367.19
General Jo...	05/12/2023			Benies Payroll #10 Robinson	436.31	6,803.50
General Jo...	05/12/2023			Benies Payroll #10 Schambra	919.89	7,723.39
General Jo...	05/25/2023			Benies Payroll #11 Fryer	862.53	8,585.92
General Jo...	05/25/2023			Benies Payroll #11 Hunt	1,744.80	10,330.72
General Jo...	05/25/2023			Benies Payroll #11 James	2,681.31	13,012.03
General Jo...	05/25/2023			Benies Payroll #11 Neddenriep	1,267.96	14,279.99
General Jo...	05/25/2023			Benies Payroll #11 Robinson	407.62	14,687.61
General Jo...	05/25/2023			Benies Payroll #11 Schambra	920.23	15,607.84
Total 7020-00 · Employee Benefits					15,607.84	15,607.84
7101-00 · Director's Fees						
7101-01 · Director Benefits						
General Jo...	05/12/2023			Director Benies Payroll #10 Gardner		
General Jo...	05/12/2023			Director Benies Payroll #10 Giomi		
General Jo...	05/12/2023			Director Benies Payroll #10 Hales		
General Jo...	05/12/2023			Director Benies Payroll #10 Hendrix		
General Jo...	05/12/2023			Director Benies Payroll #10 Hindle		
General Jo...	05/12/2023			Director Benies Payroll #10 Koerner		
General Jo...	05/12/2023			Director Benies Payroll #10 Nelson		
General Jo...	05/12/2023			Director Benies Payroll #10 Schank		
General Jo...	05/12/2023			Director Benies Payroll #10 Scharmann		
General Jo...	05/12/2023			Director Benies Payroll #10 Schuette		
General Jo...	05/12/2023			Director Benies Payroll #10 Stodieck		
General Jo...	05/12/2023			Director Benies Payroll #10 Workman		
General Jo...	05/25/2023			Director Benies Payroll #11 Gardner	1.51	1.51
General Jo...	05/25/2023			Director Benies Payroll #11 Giomi	1.51	3.02
General Jo...	05/25/2023			Director Benies Payroll #11 Hales	1.51	4.53
General Jo...	05/25/2023			Director Benies Payroll #11 Hendrix	1.51	6.04
General Jo...	05/25/2023			Director Benies Payroll #11 Hindle	1.51	7.55
General Jo...	05/25/2023			Director Benies Payroll #11 Koerner	1.51	9.06
General Jo...	05/25/2023			Director Benies Payroll #11 Nelson	2.67	11.73
General Jo...	05/25/2023			Director Benies Payroll #11 Schank	2.67	14.40
General Jo...	05/25/2023			Director Benies Payroll #11 Scharmann	1.16	15.56
General Jo...	05/25/2023			Director Benies Payroll #11 Schuette	2.67	18.23

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
May 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
General Jo...	05/25/2023			Director Benies Payroll #11 Stodieck	1.51	19.74
General Jo...	05/25/2023			Director Benies Payroll #11 Workman	2.67	22.41
Total 7101-01 · Director Benefits					22.41	22.41
7101-02 · Director's Fees-Alpine Co.						
Check	05/23/2023	10949	Charles Dobson	May Alpine County Director Fee	80.00	80.00
Check	05/23/2023	10950	David Griffith	May Alpine County Director Fee	80.00	160.00
Total 7101-02 · Director's Fees-Alpine Co.					160.00	160.00
7101-00 · Director's Fees - Other						
General Jo...	05/12/2023			Director Fee Payroll #10 Gardner		
General Jo...	05/12/2023			Director Fee Payroll #10 Giomi		
General Jo...	05/12/2023			Director Fee Payroll #10 Hales		
General Jo...	05/12/2023			Director Fee Payroll #10 Hendrix		
General Jo...	05/12/2023			Director Fee Payroll #10 Hindle		
General Jo...	05/12/2023			Director Fee Payroll #10 Koerner		
General Jo...	05/12/2023			Director Fee Payroll #10 Nelson		
General Jo...	05/12/2023			Director Fee Payroll #10 Schank		
General Jo...	05/12/2023			Director Fee Payroll #10 Scharmann		
General Jo...	05/12/2023			Director Fee Payroll #10 Schuette		
General Jo...	05/12/2023			Director Fee Payroll #10 Stodieck		
General Jo...	05/12/2023			Director Fee Payroll #10 Workman		
General Jo...	05/25/2023			Director Fee Payroll #11 Gardner	104.00	104.00
General Jo...	05/25/2023			Director Fee Payroll #11 Giomi	104.00	208.00
General Jo...	05/25/2023			Director Fee Payroll #11 Hales	104.00	312.00
General Jo...	05/25/2023			Director Fee Payroll #11 Hendrix	104.00	416.00
General Jo...	05/25/2023			Director Fee Payroll #11 Hindle	104.00	520.00
General Jo...	05/25/2023			Director Fee Payroll #11 Koerner	104.00	624.00
General Jo...	05/25/2023			Director Fee Payroll #11 Nelson	184.00	808.00
General Jo...	05/25/2023			Director Fee Payroll #11 Schank	184.00	992.00
General Jo...	05/25/2023			Director Fee Payroll #11 Scharmann	80.00	1,072.00
General Jo...	05/25/2023			Director Fee Payroll #11 Schuette	184.00	1,256.00
General Jo...	05/25/2023			Director Fee Payroll #11 Stodieck	104.00	1,360.00
General Jo...	05/25/2023			Director Fee Payroll #11 Workman	184.00	1,544.00
General Jo...	05/25/2023			May Meals	-264.00	1,280.00
Total 7101-00 · Director's Fees - Other					1,280.00	1,280.00
Total 7101-00 · Director's Fees					1,462.41	1,462.41
7103-00 · Office Supplies						
Check	05/08/2023	10940	Pacific Office Automation	May - B/W Copies	28.00	28.00
Check	05/31/2023	10954	Bank of America	Office Vacuum Cleaner	33.98	61.98
Check	05/31/2023	10954	Bank of America	Copier Paper (CASE/10 Reams)	52.06	114.04
Check	05/31/2023	10954	Bank of America	Dry Erase Marker Set (12)	16.03	130.07
Check	05/31/2023	10954	Bank of America	New Microwave for Breakroom	80.31	210.38
General Jo...	05/31/2023			May Copies	-97.32	113.06
Total 7103-00 · Office Supplies					113.06	113.06
7104-00 · Postage						
Check	05/31/2023	10954	Bank of America	Bd Pkg Mailing	115.80	115.80
Check	05/31/2023	10954	Bank of America	5/2/23 Finance Comm Agenda Package Mailing	38.60	154.40
Total 7104-00 · Postage					154.40	154.40
7105-00 · Rent						
Check	05/04/2023	10936	Euronev, Ltd.	May Rent	3,307.70	3,307.70
Total 7105-00 · Rent					3,307.70	3,307.70
7106-00 · Telephone/Internet						
Check	05/31/2023	10954	Bank of America	Vonage Phone System - May	110.79	110.79
Check	05/31/2023	10954	Bank of America	May - Microsoft Internet	75.00	185.79
Check	05/31/2023	10954	Bank of America	May - Microsoft 395	6.00	191.79
Check	05/31/2023	10954	Bank of America	May - Quick Books Online	27.50	219.29
Check	05/31/2023	10954	Bank of America	May ZOOM	15.99	235.28
Check	05/31/2023	10954	Bank of America	iamcarsonriver.org Standard SSL Certificate (2 Years)	120.00	355.28
Check	05/31/2023	10955	Charter Communications	May Wi-Fi /Internet Svcs.	117.97	473.25
Total 7106-00 · Telephone/Internet					473.25	473.25
7107-00 · Travel-transport/meals/lodging						
7107-01 · Car Allowance						
General Jo...	05/12/2023			Car Allowance Payroll #10 James	250.00	250.00
General Jo...	05/25/2023			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						

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CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND

06/02/23

Transaction Detail by Account

Cash Basis

May 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	05/31/2023	10954	Bank of America	Bd Mtg Meal 5/16/23	624.00	624.00
Check	05/31/2023	10954	Bank of America	POOL/PACT 10/19/23-10/20/23 HR Leadership Con...	147.77	771.77
Total 7107-00 · Travel-transport/meals/lodging - Other					771.77	771.77
Total 7107-00 · Travel-transport/meals/lodging					1,271.77	1,271.77
7108-00 · Dues & Publications						
Check	05/08/2023	10938	Nevada Appeal	Tentative FY23/24 Budget Hearing Notice Published...	96.00	96.00
Check	05/25/2023	10951	CapSpecialty	Catherine Schambra Surety Bond 6/1/2023-6/1/2027	50.00	146.00
Total 7108-00 · Dues & Publications					146.00	146.00
7111-00 · Office Equipment						
Check	05/08/2023	10940	Pacific Office Automation	May - Konica Minolta BizHub C450i Lease Payment	178.27	178.27
Total 7111-00 · Office Equipment					178.27	178.27
7114-00 · Outside Professional Services						
Check	05/01/2023	10934	Summit Fire & Security	Fire Extinguisher Annual Service	120.00	120.00
Total 7114-00 · Outside Professional Services					120.00	120.00
7116-00 · Legal						
Check	05/08/2023	10941	King & Russo, Ltd.	Professional Services APRIL 2023	2,000.00	2,000.00
Total 7116-00 · Legal					2,000.00	2,000.00
7120-55 · NDEP WS COORD VI 2023						
Check	05/23/2023	10946	Discover Lake Tahoe	River Float Bus Trans 6/20/23 (MATCH)	850.00	850.00
Check	05/31/2023	10954	Bank of America	Deposit - GOTB Tour Lunch 6/14/23 (MATCH)	532.87	1,382.87
Check	05/31/2023	10954	Bank of America	WS Forum Meals Day 1 (MATCH)	388.87	1,771.74
Check	05/31/2023	10954	Bank of America	WS Forum Meals Day 2 (MATCH)	731.87	2,503.61
General Jo...	05/31/2023			May Copies	25.77	2,529.38
Total 7120-55 · NDEP WS COORD VI 2023					2,529.38	2,529.38
7126-01 · NDEM Grant 2023						
Check	05/23/2023	10948	Lumos & Assoc., Inc.	Professional Services 3/18/2023-4/14/2023	1,802.00	1,802.00
General Jo...	05/31/2023			May Copies	1.12	1,803.12
Total 7126-01 · NDEM Grant 2023					1,803.12	1,803.12
7127-00 · State Parks Aquatic Trail						
General Jo...	05/31/2023			May Copies	2.88	2.88
Total 7127-00 · State Parks Aquatic Trail					2.88	2.88
7337-00 · Carson River Restoration						
7337-03 · The Nature Conservancy						
7337-50 · Riparian Reveg & Bank Stabilize						
Check	05/23/2023	10947	The Nature Conservancy	CWSD#2022-13 (1/1/2023-3/31/2023)	602.69	602.69
Total 7337-50 · Riparian Reveg & Bank Stabilize					602.69	602.69
Total 7337-03 · The Nature Conservancy					602.69	602.69
Total 7337-00 · Carson River Restoration					602.69	602.69
7406-00 · 208 Water Quality Mgmt. Plan						
7406-04 · NDEP 208 Water Qual AG 2022-23						
General Jo...	05/31/2023			May Copies	0.30	0.30
Total 7406-04 · NDEP 208 Water Qual AG 2022-23					0.30	0.30
Total 7406-00 · 208 Water Quality Mgmt. Plan					0.30	0.30
7440-00 · FEMA - MAS #11						
General Jo...	05/31/2023			May Copies	2.05	2.05
Total 7440-00 · FEMA - MAS #11					2.05	2.05
7440-72 · MB Web Access Match						
Check	05/08/2023	10939	Michael Baker International, Inc.	Web Access System Hosting & Infrastructure Annua...	7,200.00	7,200.00
Total 7440-72 · MB Web Access Match					7,200.00	7,200.00
7441-00 · FEMA - MAS #12						
7441-02 · CC Southeast ADMP - KH						
Check	05/12/2023	10943	Kimley-Horn & Associates, Inc.	SECC ADMP - Svcs thru April 30, 2023	4,038.25	4,038.25
Total 7441-02 · CC Southeast ADMP - KH					4,038.25	4,038.25
7441-03 · VC 6-Mile Cyn ADMP-Lumos						

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Cash Basis

CARSON WATER SUBCONSERVANCY DISTRICT - GENERAL FUND
Transaction Detail by Account
May 2023

Type	Date	Num	Name	Memo	Paid Amount	Balance
Check	05/12/2023	10944	Lumos & Assoc., Inc.	Professional Services 4/1/23-4/30/2023	9,615.30	9,615.30
Total 7441-03 · VC 6-Mile Cyn ADMP-Lumos					9,615.30	9,615.30
7441-04 · Buckeye Creek -JEF						
Check	05/02/2023	10935	JE Fuller Hydrology & Geomorpholog...	Buckeye Creek - 4/1/2023-4/30/2023	9,841.44	9,841.44
Total 7441-04 · Buckeye Creek -JEF					9,841.44	9,841.44
7441-07 · Trvl/Hotel/Meals/Conf/Mileage						
Check	05/25/2023	10953	Deborah Neddenriep	Sept 2023 Conference Airfare Reimbursement	299.97	299.97
Check	05/25/2023	10953	Deborah Neddenriep	Sept 2023 Conference Hotel Reimbursement	624.50	924.47
Total 7441-07 · Trvl/Hotel/Meals/Conf/Mileage					924.47	924.47
7441-08 · FAW -2023						
Check	05/31/2023	10954	Bank of America	Labels FAW (credit for returned item)	-92.79	-92.79
Total 7441-08 · FAW -2023					-92.79	-92.79
7441-00 · FEMA - MAS #12 - Other						
General Jo...	05/31/2023			May Copies	15.11	15.11
Total 7441-00 · FEMA - MAS #12 - Other					15.11	15.11
Total 7441-00 · FEMA - MAS #12					24,341.78	24,341.78
7442-00 · FEMA - COMS 1						
7442-01 · Stagecoach ADMP - JEF						
Check	05/02/2023	10935	JE Fuller Hydrology & Geomorpholog...	Stagecoach - 4/1/2023-4/30/2023	17,698.00	17,698.00
Total 7442-01 · Stagecoach ADMP - JEF					17,698.00	17,698.00
7442-02 · North Silver Springs ADMP - KH						
Check	05/12/2023	10943	Kimley-Horn & Associates, Inc.	N. Silver Springs ADMP -Svcs thru April 30, 2023	6,225.00	6,225.00
Total 7442-02 · North Silver Springs ADMP - KH					6,225.00	6,225.00
7442-03 · Walker River Flood Risk - MB						
Check	05/17/2023	10945	Michael Baker International, Inc.	Walker River Flood Risk - Services thru April 30, 2023	2,922.60	2,922.60
Total 7442-03 · Walker River Flood Risk - MB					2,922.60	2,922.60
7442-00 · FEMA - COMS 1 - Other						
General Jo...	05/31/2023			May Copies	50.09	50.09
Total 7442-00 · FEMA - COMS 1 - Other					50.09	50.09
Total 7442-00 · FEMA - COMS 1					26,895.69	26,895.69
7600-00 · Alpine County Projects						
7600-14 · AWG Programs 22-23						
Check	05/04/2023	10937	Alpine Watershed Group	AWG 2022--10 Inv#2	15,000.00	15,000.00
Total 7600-14 · AWG Programs 22-23					15,000.00	15,000.00
Total 7600-00 · Alpine County Projects					15,000.00	15,000.00
8009-00 · Trans. In-Floodplain Mgmt. Fd.						
General Jo...	05/08/2023			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 21, 2023

SUBJECT: Agenda Item #9 – For Discussion Only: Approval of Agreement #2023-4
Carson Valley Conservation District – Carson Valley River Projects
Maintenance & Repairs, not to exceed \$215,000

DISCUSSION: Attached is Agreement #2023-4 with Carson Valley Conservation District. Funding for this project was approved in the 2023-24 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing funding from Carson Water Subconservancy District to the CARSON VALLEY CONSERVATION DISTRICT for Carson Valley River Projects Maintenance & Repairs

This contract dated this 21st day of June 2023, 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 \$215,000 funding during fiscal year 2023-24 for the Carson Valley River Projects Maintenance & Repairs, and

WHEREAS CWSD has agreed to set aside \$215,000 for the fiscal year beginning July 1, 2023, and to grant DISTRICT said amount to assist with the Carson Valley River Projects Maintenance & Repairs.

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

1. CONTRACT TERM:

- a. CWSD hereby grants to DISTRICT \$215,000 to assist with Carson Valley River Projects Maintenance & Repairs which is further identified and described in Exhibit A.
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$215,000.
- f. This contract shall terminate June 30, 2024, 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., #209
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

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



CWSD STATE CONTRACT #2023-4

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, 2023, forward.



CWSD STATE CONTRACT #2023-4

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

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

DATED: _____

DATED: _____

CARSON VALLEY CONSERVATION DISTRICT

CARSON WATER SUBCONSERVANCY DISTRICT

Mike Hayes, CVCD Coordinator

Michael Workman, Chairperson

ATTEST:

ATTEST:

Rich Wilkinson, Grants Manager

Catrina Schambra, Secretary to the Board

DRAFT



Exhibit A

Project Description

CVCD is mandated to maintain our existing projects installed on the bed and banks of the Carson River which is owned by the State of Nevada. To meet our objectives for keeping these existing projects functioning as designed, we intend on doing some minor maintenance or modification to several locations:

1. The first location is the Cradlebaugh Bridge project completed in 2019. This project was completed with all bioengineering techniques and upon our most recent monitoring trip we noted that a lot of the planting and seeding completed had not germinated. The district feels that this is a direct result of little precipitation or spring runoff levels needed to irrigate these plantings. The district intends on replanting containerized plants and reseeding the banks and upland. In addition to replanting, we would like to supplement irrigation for this project site for two seasons. The district would rent or purchase a temporary irrigation system, purchase water rights, and irrigate out of the river until we see germination and sustainable growth.
2. Another project that CVCD monitored and noted issues with was the Running River Ranch completed in the Fall of 2021. At this location, we noted 100 feet of scour which had impacted our rock riprap along the toe of the riverbank. In addition to this, we observed a lot of shear stress on the tip of the log vein. After meeting with our engineer, we determined that because the meander bend is so sharp that we may need to add a couple of small rock barbs to help deflect the flow from the banks and keep that thalweg in the center of the channel. The district would also repair the damaged toe trench during the construction.
3. The final location where the district would like to perform routine maintenance is at the Highway 8 bridge site. This location continues to see a significant build of sand and cobble bars which have forced the accelerated erosion of the south riverbank. This essentially destroyed our 150 feet of bioengineering work completed in 2020. The district has determined that we would like to utilize instream materials to replace the eroded riverbank. In addition, we would also like to remove excess materials to restore channel capacity and protect the south riverbank with rock riprap. In this location would be very difficult to establish vegetation due to the fact materials on site are not suitable for planting willows.



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 21, 2023

SUBJECT: Agenda Item #10 – For Discussion Only: Approval of Agreement #2023-5
Dayton Valley Conservation District – Pardere & Ricci Stabilization, Channel
Maintenance & Riparian Bridge Protection, not to exceed \$100,000

DISCUSSION: Attached is Agreement #2023-5 with Dayton Valley Conservation District.
Funding for this project was approved in the 2023-24 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 21st day of June 2023, is entered into by and between DAYTON VALLEY CONSERVATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "DISTRICT") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

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

WHEREAS DISTRICT has requested \$100,000 funding during fiscal year 2023-24 for the Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection project, and

WHEREAS CWSD has agreed to set aside \$100,000 funding during fiscal year 2023-24 to grant DISTRICT said amount 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 \$100,000 funding during fiscal year 2023-24 for the Pardere & Ricci Stabilization/Channel Maintenance & Riparian/Bridge Protection project which is further identified and described in Exhibit A.
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$100,000.



CWSD STATE CONTRACT #2023-5

- f. This contract shall terminate June 30, 2024, 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., #209
Carson City, NV 89701
(775) 887-7456

4. MISCELLANEOUS:

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



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

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



5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2023, 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**

Michael Workman, Chairperson

ATTEST:

Catrina Schambra, Secretary to the Board



Exhibit A Project Description

The requested funds are 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, ¼ 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.

Expenses charged to this contract will include project activities as described above and DVCD general operating administrative costs.



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 #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #11 – For Discussion Only: Approval of Agreement #2023-6
Lahontan Conservation District – Clearing & Snagging Carson River, not to
exceed \$29,500

DISCUSSION: Attached is Agreement #2023-6 with Lahontan Conservation District.
Funding for this project was approved in the 2023-24 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 21st day of June 2023, 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 \$29,500 funding during fiscal year 2023-24 for the Clearing & Snagging Carson River project, and

WHEREAS CWSD has agreed to set aside \$29,500 for the fiscal year beginning July 1, 2023, 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 \$29,500 to assist with Clearing & Snagging Carson River project which is further identified and described in Exhibit A.
- b. DISTRICT will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this contract.
- c. CWSD commits to pay the approved amount of the request to DISTRICT within four (4) weeks of said request.
- d. DISTRICT will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$29,500.
- f. This contract shall terminate June 30, 2024, at which time DISTRICT shall have one (1) month



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

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

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

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

DISTRICT

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

CWSD

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

4. MISCELLANEOUS:

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



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

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

5. PROPER AUTHORITY:

- a. This contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the DISTRICT can submit expenses that have been incurred from July 1, 2023, forward.



CWSD STATE CONTRACT #2023-6

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

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

DATED: _____

DATED: _____

LAHONTAN CONSERVATION DISTRICT

CARSON WATER SUBCONSERVANCY DISTRICT

Neil Olsen, Chairperson

Michael Workman, Chairperson

ATTEST:

ATTEST:

Morena Heser, Treasurer/Secretary

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

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

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

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

Downstream benefits to improve the Carson River Watershed:

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



Exhibit B

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

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

Project Photos:

Before construction:



After construction:



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



Exhibit C Liability Insurance

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



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

c. **Professional Liability Insurance**

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

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #12 – For Discussion Only: Approval of Agreement #2023-7
River Wranglers – Conserve Carson River Workdays, not to exceed \$30,000

DISCUSSION: Attached is Agreement #2023-7 with River Wranglers. Funding for this project was approved in the 2023-24 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

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

This Agreement dated this 21st day of June 2023, 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 2023-24 on the Conserve Carson River Workdays program; and

WHEREAS CWSD has agreed to set aside \$30,000 for the fiscal year beginning July 1, 2023, and to grant RW said amount to assist with the program set forth in Exhibit A; and

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

1. CONTRACT TERM:

CWSD hereby grants to RW \$30,000 to assist with Conserve Carson River Workdays Program:

- a. As identified and described in Exhibit A.
- b. RW will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to RW within four (4) weeks of said request.
- d. RW will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$30,000.
- f. This Contract shall terminate June 30, 2024, at which time RW shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.



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

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

3. RW shall provide CWSD insurance as follows:

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



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

b. **Business Automobile Liability Insurance:**

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

c. **Workers Compensation Insurance**

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

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

RW

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

CWSD

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

5. **MISCELLANEOUS:**

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



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

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

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the RW can submit expenses that have been incurred from July 1, 2023, 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: _____

RIVER WRANGLERS

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Rachel Leach, Co-Chairperson

Michael Workman, Chairperson

ATTEST:

ATTEST:

Kim Zuch, Secretary

Catrina Schambra, Secretary to the Board

DRAFT



Exhibit A

Project Description

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

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

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

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



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 21, 2023

SUBJECT: Agenda Item #13 – For Discussion Only: Approval of Agreement #2023-8
Alpine Watershed Group – Upper Carson River Watershed Programs, not to
exceed \$30,000

DISCUSSION: Attached is Agreement #2023-8 with Alpine Watershed Group. Funding for this project was approved in the 2023-24 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

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

This Agreement dated this 21st day of June 2023, 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 2023-24 on the Carson River Upper Watershed Programs; and

WHEREAS CWSD has agreed to set aside \$30,000 for the fiscal year beginning July 1, 2023, and to grant AWG said amount to assist with the projects set forth in Exhibit A.

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

1. CONTRACT TERM:

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

- a. As identified and described in Exhibit A.
- b. AWG will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to AWG within four (4) weeks of said request.
- d. AWG will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$30,000.
- f. This Contract shall terminate June 30, 2024, at which time AWG shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to AWG.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse AWG for all costs that occurred under this Agreement up to the date the Agreement is



terminated.

2. **LIMITED LIABILITY AND INDEMNIFICATION:**

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

3. **AWG SHALL PROVIDE CWSD INSURANCE AS FOLLOWS:**

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



b. **Business Automobile Liability Insurance**

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

c. **Workers Compensation Insurance**

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

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

AWG

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

CWSD

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

5. **MISCELLANEOUS:**

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



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

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

6. **PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the AWG can submit expenses that have been incurred from July 1, 2023, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

ALPINE WATERSHED GROUP

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Kimra McAfee, Executive Director

Michael Workman, Chairperson

ATTEST:

ATTEST:

Zach Wood, Secretary

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

Alpine Watershed Group (AWG) seeks funding for the fiscal year 2023-24 from the Carson Water Subconservancy District for the coordination of its Upper Carson River watershed programs. AWG's mission is to protect, conserve, and restore the watersheds of Alpine County by promoting sustainable community and science-based collaborative solutions. For 22 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, our positive impacts extend downstream, where the Carson River flows into Northern Nevada.

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

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

PROJECT GOALS AND BENEFITS:

Our organization's goals are to:

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

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

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



Exhibit B

Project Summary Form				
Project name				
Type of Project				
Map ID#	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 21, 2023

SUBJECT: Agenda Item #14 – For Discussion Only: Approval of Agreement #2023-9
Alpine Watershed Group – West Fork Carson River Prioritization Project, not
to exceed \$83,350

DISCUSSION: Attached is Agreement #2023-9 with Alpine Watershed Group. Funding for this project was approved in the 2023-24 budget. Funding for this project is coming out of the Floodplain Management Account.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Addressing Funding from Carson Water Subconservancy to Alpine Watershed Group for West Fork Carson River Prioritization Project

This Agreement dated this 21st day of June 2023, 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 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 years 2023-24 and 2024-25 on the West Fork Carson River Prioritization Project; and

WHEREAS CWSD has agreed to set aside \$83,350 for the fiscal year beginning July 1, 2023, and to grant AWG said amount to assist with the project set forth in Exhibit A.

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

1. CONTRACT TERM:

CWSD hereby grants to AWG \$83,350 to assist with West Fork Carson River Prioritization Project:

- 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 \$83,350.
- f. This Contract shall terminate June 30, 2025, at which time AWG shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to AWG.
- h. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse AWG for all costs that occurred under this Agreement up to the date the Agreement is terminated.



2. **LIMITED LIABILITY AND INDEMNIFICATION:**

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

3. **AWG SHALL PROVIDE CWSD INSURANCE AS FOLLOWS:**

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

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

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

AWG

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

CWSD

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

5. **MISCELLANEOUS:**

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



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

6. **PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the AWG can submit expenses that have been incurred from July 1, 2023, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
- c. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times, and places.

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

DATED: _____

DATED: _____

ALPINE WATERSHED GROUP

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Kimra McAfee, Executive Director

Michael Workman, Chairperson

ATTEST:

ATTEST:

Zach Wood, Secretary

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

AWG seeks funding from the CWSD to support completion of a geomorphological assessment and sediment transport planning model and development of a project prioritization plan for the West Fork Carson River watershed. The purpose of this project is to identify sediment inputs and prioritize future projects to address such impairments. Addressing sediment concerns will also address other nonpoint source pollutants as other pollutants often travel through watersheds along with sediment. Prioritized projects will restore aquatic ecosystems of the Carson River and its tributaries, starting with the West Fork Carson. These projects have the potential to reduce sediment and other nonpoint source pollutants; have positive impacts on water temperature, pH, and dissolved oxygen; and reduce flood risk.

The river carries a lot of sediment and is extremely incised in areas, limiting its access to the floodplain. Vegetation on the banks has been denuded due to erosion and incision causing water quality concerns, habitat and property loss, and risks to infrastructure. Further incision increases the velocity during high-flow and flooding events causing even more erosion and cyclical damages. This planning project will provide baseline data, looking at this section of the upper watershed as a whole. The analysis will help us make informed decisions with the understanding of how our actions will impact upstream and downstream areas in relation to ecosystem impacts as well as how to reduce nonpoint source pollutants.

The goals of this project are to:

- Provide a scientific geomorphological assessment of the West Fork Carson River in Alpine County
- Provide a scientific sediment transport model
- Prioritize locations and best ecosystem restoration methods to address nonpoint source pollutants for bank, riverbed, and riverine habitat improvements, and associated floodplain protection/conservation
- Identify and prioritize infrastructure maintenance and upgrades (roads, bridges, driveways, and irrigation) to reduce nonpoint source pollutants, protect ecosystems, and reduce flooding
- Determine a logical rating/ranking project system based on the geomorphology/sediment transport information
- Provide project prioritization/feasibility analysis

The project would provide public land agencies, local organizations, and stakeholders a clear path on what projects to prioritize in this area. It will provide a blueprint to address nonpoint source pollutants and restoration needs, helping partners to make the most of finite funding sources. The sediment transport model will also help address other nonpoint source pollutants, such as nutrients, bacteria, and heavy metals that often attach to sediment and move with it. High sediment load also can affect stream temperatures, impact pH, and decrease dissolved oxygen levels. In this way the management priorities from the project have the potential to address a multitude of water quality impairments identified in the West Fork Carson River watershed and improve overall water quality.

The Carson River Watershed Floodplain Management Plan 2018 Suggested Action #28 is to "Update the 1996 Fluvial Geomorphic Assessment and create a sediment transport model of the Carson River." With CWSD desiring such a tool for the entire Carson River watershed, AWG plans to synchronize this project with CWSD's future project, yielding the desired comprehensive assessment and plan. Funding for AWG's project could help CWSD get funding for the assessment and plan for the downstream portion of the watershed in Nevada, as well as for the Upper East Fork Carson River watershed. This project would be the first step in completing an updated geomorphic assessment for the entire Carson River watershed.

The future projects that this planning effort will identify are consistent with the Carson River Watershed Adaptive Stewardship Plan and would 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 #15

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #15 – For Discussion Only: Approval of Agreement #2023-10
Truckee-Carson Irrigation District – Carson River Diversion Dam, not to
exceed \$50,000

DISCUSSION: Attached is Agreement #2023-10 with Carson-Truckee Irrigation District. Funding for this project was approved in the 2023-24 budget. Funding for this project is coming out of the Floodplain Management Account.

STAFF RECOMMENDATION: Approve the agreement as submitted.



INTERLOCAL CONTRACT

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

THIS CONTRACT dated this 21st day of June 2023, is entered into by and between TRUCKEE-CARSON IRRIGATION DISTRICT, a political subdivision of the State of Nevada (hereinafter "TCID") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

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

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

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

WHEREAS TCID has requested \$50,000 funding for fiscal year 2023-24 for the TCID Carson River Diversion Dam project and

WHEREAS CWSD has agreed to set aside \$50,000 for the fiscal year beginning July 1, 2023, and to grant TCID said amount to assist with the TCID Carson River Diversion Dam project.

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

1. CONTRACT SCOPE AND TERM:

- a. CWSD hereby grants to TCID \$50,000 to assist with TCID Carson River Diversion Dam project; which is further identified and described in Exhibit A.
- b. TCID will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to TCID within four (4) weeks of said request.
- d. TCID will submit Project Summary Reports (See Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$50,000.
- f. This Contract shall terminate June 30, 2024, at which time TCID shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to TCID.
- h. Notwithstanding any other provision of this contract, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this contract



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

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. Each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the TCID Carson River Diversion Dam project, TCID shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- d. If TCID hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Section 3.
- e. The parties acknowledge or agree that the contract was written and agreed by both parties.
- f. Prior to the institution of any litigation the parties agree to mediate.
- g. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this contract does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this contract. The Parties agree that, in the event one Party is awarded attorney's fees against the other for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The liability of CWSD shall be limited to the \$50,000 appropriated by CWSD for purposes of this contract.

3. TCID shall provide CWSD insurance as follows:

- a. **General Liability Insurance:** Prior to commencement and for the duration of activities that constitute the TCID Carson River Diversion Dam Repairs Project that is the subject of this Contract, TCID shall maintain commercial general liability (CGL) as follows:
 - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products- completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
 - v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial



umbrella, if any.

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

b. Business Automobile Liability Insurance:

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

4. NOTICE:

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

DISTRICT

Ben Shawcroft, General Manager
Truckee Carson Irrigation District
P.O. Box 1356
Fallon, NV 89407-1356
(775)423-2141

CWSD

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

5. MISCELLANEOUS:

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



this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.

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

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, TCID can submit expenses that have been incurred from July 1, 2023, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.



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

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

DATED: _____

TRUCKEE-CARSON
IRRIGATION DISTRICT

DATED: _____

CARSON WATER
SUBCONSERVANCY DISTRICT

Eric Olsen, President

ATTEST:

Bob Oakden, Secretary

Michael Workman, Chairperson

ATTEST:

Catrina Schambra, Secretary to the Board



Exhibit A

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

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

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

The proposed project is consistent with the Carson River Regional Floodplain Management Plan in that it improves aging infrastructure which if left undone would increase the threat of uncontrolled flooding along the Carson River (See Section 4.6 Reduction of Infrastructure Impacts in CRRFMP). Preserving the life of this important concrete structure will ensure many more years of valuable flow controls below Lahontan Dam. The benefits resulting from this project similarly satisfy the qualification criteria required in this funding application by reducing the risk of flooding along the Carson River and improving the management of the river.



Exhibit B

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

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

Project Photos:

Before construction:

After construction:

Title: Example Photos (replace with specific project)



AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #16 – For Discussion Only: Approval of Agreement #2023-11
Sierra Nevada Journeys – Family Watershed Nights, not to exceed
\$3,279.40

DISCUSSION: Attached is Agreement #2023-11 with Sierra Nevada Journeys. Funding for this project was approved in the 2023-24 budget.

STAFF RECOMMENDATION: Approve the agreement as submitted.



Agreement

Funding from Carson Water Subconservancy to Sierra Nevada Journeys for Family Watershed Nights for Carson River Watershed Communities

This Agreement dated this 21st day of June 2023, is entered into by and between Sierra Nevada Journeys, a non-profit association (hereinafter "SNJ") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

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

WHEREAS, SNJ has organized a program for Family Watershed Nights, which is further described in Exhibit A attached hereto and incorporated herein by reference; and

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

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

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

WHEREAS, SNJ has requested funding to perform work during fiscal year 2023-24 on the Family Watershed Nights program; and

WHEREAS, CWSD has agreed to set aside \$3,279.40 for the fiscal year beginning July 1, 2023, and to grant SNJ said amount to assist with the projects set forth in Exhibit A.

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

1. CONTRACT TERM:

CWSD hereby grants to SNJ \$3,279.40 to assist with Family Watershed Nights:

- a As identified and described in Exhibit A.
- b SNJ will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c CWSD commits to pay the approved amount of the request to SNJ within four (4) weeks of said request.
- d SNJ will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e CWSD shall have no responsibility for costs exceeding \$3,279.40.
- f This Contract shall terminate June 30, 2024, at which time SNJ shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- g If circumstances arise that require a time extension to complete the project, the CWSD



Board grants the General Manager authority to do so in a written notice to SNJ.

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

2. LIMITED LIABILITY AND INDEMNIFICATION:

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

3. SNJ shall provide CWSD insurance as follows:

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



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

b. **Business Automobile Liability Insurance**

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

c. **Workers Compensation Insurance**

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

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

SNJ

Audrey Bergmann, Advancement Manager
Sierra Nevada Journeys
190 E. Liberty St.
Reno, NV 89501
(775) 355-1688

CWSD

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

5. **MISCELLANEOUS:**

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



forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.

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

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the SNJ can submit expenses that have been incurred from July 1, 2023, forward.
- b. The parties hereto represent and warrant that the person executing this Contract on



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

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

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

DATED: _____

SIERRA NEVADA JOURNEYS

Sean Hill, CEO

ATTEST:

Alyssa Wagner, Project PI

DATED: _____

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Michael Workman, Chairperson

ATTEST:

Catrina Schambra, Secretary to the Board



Exhibit A

Project Description

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

Through funding from CWSD, SNJ will deliver 4 Family Watershed Nights (FWN) to schools located in Carson City and/or Douglas counties. FWNs target K-8 students and their families, offering an exciting 1.5-hour event that fosters engagement, curiosity, innovation, and teamwork, all centered on the STEM fields and watershed education. Students, their parents, and siblings attend this family event at no charge and enjoy various activity stations that include mini-challenges and family-based team projects.

Most recently, CWSD funded the delivery of four FWNs featuring watershed-focused mini-challenges where participants also receive the Carson River Watershed Map. Area teachers, students and families have expressed gratitude for the CWSD's support of this program and SNJ hopes this partnership will continue. With funding from CWSD, SNJ will work to serve an increased number of schools as well as assess, evaluate, and refine current watershed-focused stations.

SNJ will measure the success of these Family Watershed Nights by the number of attendees, engagement of the participants, and feedback from the educators at the school sites. Students are evaluated by the worksheets they complete with their family during the event often for extra credit by their teacher.

SNJ Family Nights are an established program offering. We have successfully conducted several hundred Family Nights in northern Nevada over the last 12 years with participation ranging between 50-250 attendees at each event. Our program consistently receives high marks from parents, students, teachers and principals for being fun, professional and informative.



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 21, 2023

SUBJECT: Agenda Item #17 – For Possible Action: Approval of Agreement #2023-15 – HDR Engineering - Pinenut Creek LOMR (FEMA Response), not to exceed \$6,784

DISCUSSION: On November 28, 2018, CWSD hired HDR to remap the Pinenut Creek Floodplain. In October of 2020, HDR completed the study and sent the data to FEMA for a Letter Of Map Revision (LOMR). In 2021, HDR received several comments from FEMA regarding the LOMR. HDR responded to FEMA's comments. Some of the comments were based on new FEMA guidance and were not part of the original scope of work provided by HDR (see attachment). HDR is requesting \$6,784 to cover their costs to respond to FEMA's comments. Since this project has been closed out, staff is proposing the funding to cover this cost would come out of the Floodplain Management Account. There is funding in this account to cover this expense.

STAFF RECOMMENDATION: Approval of HDR Agreement #2023-15 – Pinenut Creek LOMR (FEMA Response), not to exceed \$6,784

Mitch Blum
HDR Engineering Inc.
May 11, 2023

Ed James
Carson Water Subconservancy District
777 E. Williams St., Suite 110A
Carson City, NV 89701

Dear Mr. James:

This letter is a request for additional funding in the amount of \$6,784 for the Pine Nut Creek Letter of Map Revision (LOMR) Project. As a cost sharing measure, HDR has already absorbed the costs of several meetings with the STARR II Reviewers and has already worked to address Comments 1-5 at no cost to CWSD. The remaining fee request is for comments 6-12 (Attached).

The rationale for this additional funding is that a second round of comments was generated by FEMA's review contractor for the Pine Nut Creek LOMR. These comments were additional to the original round of comments and were not anticipated during scoping and budgeting for this project.

In addition, these comments were made 6 months after the previous round of comments after the original MAS was closed. These comments are also based on new guidance published in December 2020 which was not in effect when we scoped this project, and these are new, unanticipated requirements from FEMA.

The comments will require additional analysis and mapping revisions not originally scoped as part of the Pine Nut LOMR. It is anticipated that these comments will be addressed and returned to FEMA by June 27, 2023.

Budget: Below is an anticipated budget for this funding request.

Task	Cost
1. Project Management	\$1,410
Comment 6	\$840
Comment 7	\$840
Comment 8	\$840
Comment 9	\$840
Comment 10	\$840
Comment 11	\$587
Comment 12	\$587
Sum	\$6,784

Thank you for your consideration on this.

Sincerely,



Mitch Blum
HDR Engineering Inc.

**DRAFT**

Agreement

Carson Water Subconservancy District (hereinafter "CWSD") and HDR ENGINEERING, INC., (hereinafter "HDR") hereby enter into an agreement whereby HDR will complete Pinenut Creek LOMR (FEMA Response) in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

Complete the Pinenut Creek LOMR (FEMA Response) project as required by FEMA.

The compensation paid to HDR will not to exceed **\$6,784**.

2) **INDEMNITIES**

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

3) **INSURANCE**

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

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

4) **TERM OF AGREEMENT**

- a) The term of this Agreement will commence on the date of the last signature executed hereon and will continue in full force and effect until 6/30/2024, unless extended by written agreement of the parties.
- b) HDR will submit monthly invoices with a description of activities preformed.
- c) In the event of termination of this Agreement, the rights, duties, and responsibilities of HDR shall continue in full force during the period of notice.
- d) If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to HDR.

5) **PERFORMANCE**

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

**DRAFT****6) SUPPLEMENTS TO AGREEMENT**

None.

7) INDEPENDENT CONTRACTOR

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

8) OWNERSHIP

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

9) AGREEMENT TERMINATION

- (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
 - (1) If HDR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by HDR to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If HDR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs HDR's ability to perform; or
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:
 - (1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - (2) HDR shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
 - (3) HDR shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
 - (4) HDR shall preserve, protect, and promptly deliver into CWSD possession all information in accordance with Section 8, Ownership.

**DRAFT****10) RIGHTS UPON TERMINATION**

Upon termination of this Agreement, HDR shall transfer, assign, and make available to CWSD or CWSD's representative, all property and materials in their possession or control belonging to and paid for by CWSD, subject, however, to any rights of third parties of which HDR has informed CWSD.

11) BREACH REMEDIES.

Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, in an amount to be determined by the Court.

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

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

12) PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from HDR may be open to public inspection and copying. CWSD has a legal obligation to disclose such information unless a particular record is made confidential by law. HDR may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that HDR thereby agrees to indemnify and defend CWSD for honoring such a designation. The failure to so label any document that is released by CWSD shall constitute a complete waiver of all claims for damages caused by any release of the records.

13) NOTICES

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

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

Attn: Mitchell Blum
HDR Engineering, Inc.
9805 Double R Blvd., Ste. 101
Reno, NV 89502

14) FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, pandemic, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

15) HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

16) ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

17) SEVERABILITY

Each provision of this Agreement shall be considered separable 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 Letter that are valid, enforceable, and legal.



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18) **GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein. If the above accords with the parties' understanding and agreement, kindly indicate consent hereto by signing in the place provided below.

Accepted and Agreed on behalf of:
Carson Water Subconservancy District

Accepted and Agreed on behalf of:
HDR Engineering, Inc.

Signature *Date*
Edwin D. James
General Manager

Signature *Date*
Craig Smart, PE
Managing Principal

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #18 – For Possible Action: Approval of Agreement #2023-16 – Stantec - Clear Creek LOMR (FEMA Response), not to exceed \$5,945.

DISCUSSION: On March 17, 2021, CWSD hired Cardno (now Stantec) to remap the Clear Creek Floodplain. In 2022, Cardno completed the study and sent the data to FEMA for a Letter Of Map Revision (LOMR). In 2023, Cardno received several comments from FEMA regarding the LOMR (see attachment). Cardno responded to FEMA's comments. Some of the comments were based on new FEMA guidance and were not part of the original scope of work provided by Cardno. Stantec kept track of their time to reply to FEMA's comments and is requesting \$5,945 to cover their costs to reply to FEMA's comments. Attached are two emails, one from Stantec explaining the additional work they did and the other email from FEMA requesting this work. Since this project has been closed out, staff are proposing the funding to cover this cost would come out of the Floodplain Account. There are funds in this account to cover this expense.

STAFF RECOMMENDATION: Approve Stantec Agreement #2023-16 – Clear Creek LOMR (FEMA Response), not to exceed \$5,945 as presented.

**DRAFT**

Agreement

Carson Water Subconservancy District (hereinafter "**CWSD**") and **Stantec** hereby enter into an agreement whereby Stantec will complete Clear Creek LOMR (FEMA Response) in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

Complete the Clear Creek LOMR (FEMA Response) project as required by FEMA. The compensation paid to STANTEC will not exceed \$5,945.

2) **INDEMNITIES**

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

3) **INSURANCE**

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

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

4) **TERM OF AGREEMENT**

- a) The term of this Agreement will commence on the date of the last signature executed hereon and will continue in full force and effect until **6/30/2024**, unless extended by written agreement of the parties.
- b) STANTEC will submit monthly invoices with a description of activities performed.
- c) In the event of termination of this Agreement, the rights, duties, and responsibilities of STANTEC shall continue in full force during the period of notice.
- d) If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to STANTEC.



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5) **PERFORMANCE**

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

6) **SUPPLEMENTS TO AGREEMENT**

The following Exhibits are an integral part of this Agreement: None

7) **INDEPENDENT CONTRACTOR**

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

8) **OWNERSHIP**

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

9) **AGREEMENT TERMINATION**

- (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
 - (1) If STANTEC fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by STANTEC to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If STANTEC becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs STANTEC's ability to perform; or
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:
 - (1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement.



DRAFT

Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- (2) STANTEC shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
- (3) STANTEC shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
- (4) STANTEC shall preserve, protect, and promptly deliver into CWSD possession all information in accordance with Section 8, Ownership.

10) **RIGHTS UPON TERMINATION**

Upon termination of this Agreement, STANTEC shall transfer, assign, and make available to CWSD or CWSD's representative, all property and materials in their possession or control belonging to and paid for by CWSD, subject, however, to any rights of third parties of which STANTEC has informed CWSD.

11) **BREACH REMEDIES.**

Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, in an amount to be determined by the Court.

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

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

12) **PUBLIC RECORDS**

Pursuant to NRS 239.010, information or documents received from STANTEC may be open to public inspection and copying. CWSD has a legal obligation to disclose such information unless a particular record is made confidential by law. STANTEC may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that STANTEC thereby agrees to indemnify and defend CWSD for honoring such a designation. The failure to so label any document that is released by CWSD shall constitute a complete waiver of all claims for damages caused by any release of the records.

13) **NOTICES**

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

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

Attn: Coleen Shade
STANTEC
2890 Gateway Oaks Drive Suite 200
Sacramento, California 95833

14) **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, pandemic, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

15) **HEADINGS**

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

Each provision of this Agreement shall be considered separable 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 Letter that are valid, enforceable, and legal.

This Agreement shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein. If the above accords with the parties' understanding and agreement, kindly indicate consent hereto by signing in the place provided below.

Accepted and Agreed on behalf of:
STANTEC

Signature _____ Date _____
Coleen Shade
Senior Environmental Planner



NATIONAL FLOOD INSURANCE PROGRAM

FEMA PRODUCTION AND TECHNICAL SERVICES CONTRACTOR

February 28, 2023

Andrea Jacobsma, P.E., CFM
Stantec Consulting Services Inc.
5390 Kietzke Lane, Suite 103
Reno, NV 89511

IN REPLY REFER TO:

Case No.: 23-09-0124P
Community: City of Carson City and
Douglas County, NV
Community No.: 320001 and 320008

316-AD

Dear Andrea Jacobsma:

This responds to your letter dated November 1, 2022, that the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issue a revision to the Flood Insurance Rate Map (FIRM) for the above reference communities. Pertinent information about the request is listed below.

Identifier:	Carson City/Douglas County NV, Clear Creek LOMR, CWSD FY20
Flooding Source:	Carson River Watershed
FIRM Panels Affected:	3200010205E, 206E, 207F, 209F, 226F, and 228F, 32005, 055G, 060G, 080G

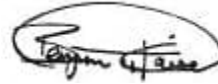
The data required to complete our review, which must be submitted within 90 days of the date of this letter, are listed on the attached summary.

If we do not receive the required data within 90 days, we will suspend our processing of your request. Any data submitted after 90 days will be treated as an original submittal and will be subject to all submittal/payment procedures, including the flat review and processing fee for requests of this type established by the current fee schedule. The fee schedule is available for your information on the FEMA website at <https://www.fema.gov/flood-maps/change-your-flood-zone/status/flood-map-related-fees>.

FEMA receives a very large volume of requests and cannot maintain inactive requests for an indefinite period of time. Therefore, we are unable to grant extensions for the submission of required data/fee for revision requests. If a requester is informed by letter that additional data are required to complete our review of a request, the data/fee **must** be submitted within 90 days of the date of the letter. Any fees already paid will be forfeited if the requested data are not received within 90 days.

If you have general questions about your request, FEMA policy, or the National Flood Insurance Program (NFIP), please contact the FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). If you have specific questions concerning your request, please contact your case reviewer and Revisions Coordinator for your Request, Hernan Rodriguez, P.E., CFM by e-mail at Hernan.rodriguez@aecom.com or by telephone at (301) 944-2570.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin Kaiser", enclosed within an oval-shaped stamp or seal.

Benjamin Kaiser, P.E., CFM
Revisions Manager
Compass PTS JV

Attachment:

Summary of Additional Data

cc:

Thomas A. Dallaire
Floodplain Administrator
Douglas County

Brianna Greenlaw, P.E., CFM
Floodplain Manager
Stormwater Manager
City of Carson City



NATIONAL FLOOD INSURANCE PROGRAM

FEMA PRODUCTION AND TECHNICAL SERVICES CONTRACTOR

Summary of Additional Data Required to Support a Letter of Map Revision (LOMR)

Case No.: 23-09-0124P

Requester: Andrea Jacobsma, P.E., CFM

Community: City of Carson City and Douglas County, NV Community No.: 320001 and 320008

The issues listed below must be addressed before we can continue the review of your request.

1. As this revision creates a detailed study for an unnamed stream (runs southwest along Bigelow Drive), please designate a name for this stream to be used in the updated Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the reach. Please provide documentation that the community is in agreement with the desired name.
2. Our review of the submitted drainage area map revealed that it was not certified. Please re-submit a copy of the drainage area map that has been certified (signed, sealed and dated) by a registered Professional Engineer (P.E.), show labeled contours and reference the vertical datum.
3. Our review of the submitted annotated FIRM revealed the intent of removing the effective Zone D within the City of Carson City and Douglas County. Please be aware that engineering analysis and concurrence documentation can be used to remove Zone D areas (i.e., areas where there are possible but undetermined flood hazards as no analysis of flood hazards has been conducted) from the effective map. If the engineering analysis shows there is still flood risk, but the depth is less than 1 foot, the special flood hazard area (SFHA) may be considered for change to a shaded Zone X; however, this also requires the impacted community and Federal Emergency Management Agency (FEMA) Project Monitor to concur about the change on the same correspondence (e.g., email, letter, etc.). Please see page 8 of Riverine Mapping and Floodplain Boundaries Guidance, Guidance Document No. 60, dated November 2022.
4. Our review revealed that Tributary C in the encroached and unencroached Hydrologic Engineering Center's River Analysis System (HEC-RAS) hydraulic model corresponds to Tributary G as shown in the effective FIRM Panel. Please submit an updated model so it matches the flooding source name shown in the effective FIRM.
5. Our review revealed that the unnamed stream west of Old Clear Creek Road was not modeled, however the topographic workmap shows the effective Zone A as removed. Please submit an updated hydraulic model that shows there is less than a 1-percent-annual-chance flood risk where the effective Zone A is located. If the engineering analysis shows there is still flood risk, but the depth is less than 1 foot, the SFHA may be considered for change to a shaded Zone X. Please see page 8 of Riverine Mapping and Floodplain Boundaries Guidance, Guidance Document No. 60, dated November 2022.
6. Our review revealed that Tributary G was not modeled to cover the entire effective Zone A. Please submit an updated hydraulic model and mapping that extends upstream to the limit of current effective study.

LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426 / PH: 1-877-FEMA MAP

7. Our review revealed that there is a split flow at Bigelow Drive and the floodway surcharge averages were calculated combining both flow paths. In situations where the analyzed floodway contains one or more split flow paths, surcharge averages should be calculated independently for each segment of the evaluation line intersecting a separate split flow path. For example, if the floodway splits into two separate and distinct flow paths, two surcharge averages would be calculated, one for the segment intersecting the first split path and a second for the second intersecting the second split path. Please revise the surcharge average calculations and the floodway information. The floodway information needs to be reported in a format consistent with the regulatory FIS and FIRM products. Please provide all backup information for each evaluation line along the revised floodway. Please see page 25 of Guidance for Flood Risk Analysis and Mapping, Floodway Analysis and Mapping, November 2021.
8. Our review revealed that the floodway delineation at Highway 395 along Clear Creek is not smooth. Please review and revise the floodway model and floodway delineation appropriately so the floodway delineation is smooth through the Highway 395 structure.
9. Please provide an updated topographic work map, certified by a registered P.E., for the entire requested area of revision that reflects all applicable items listed on page 2, Section C, of Application/Certification Form 2, entitled "Riverine Hydrology & Hydraulics Form," including those items listed below. Please show this information on a map of suitable scale and topographic definition to provide reasonable accuracy. All items should be labeled for easy cross-referencing to the submitted existing conditions hydraulic model. Please ensure that the topographic maps reference the vertical datum such as NGVD29 or NAVD88.
 - a. Please show the boundary delineations of the revised conditions base (1-percent-annual-chance) floodplain, 0.2-percent-annual-chance floodplain, and regulatory floodway. The floodplain boundaries should generally follow the proposed contours and should be delineated to the elevations calculated in the conditions hydraulic model.
 - b. Please show the boundaries of the currently effective conditions base floodplain, 0.2-percent-annual-chance floodplain, and regulatory floodway as they are shown on the FIRM panels.
 - c. Please show and label the topographic contour information used for the boundary delineations of the base floodplain and 0.2-percent-annual-chance floodplain. Please ensure that enough contours are labeled so that the floodplain delineations can be verified.
 - d. Please show continuous base flood elevation (BFE) lines that extend throughout the entire floodplain.
 - e. Please show continuous floodway evaluation lines per FEMA guidance.
 - f. Please show the stream centerline. If the revised stream centerline is different from the effective stream centerline, please ensure that the revised stream centerline ties-in to the effective centerline at the upstream and downstream ends of the revised reach.
 - g. Please show the north arrow, scale and scale bar.
 - h. Please provide certification (signed, sealed and dated) by a registered Professional Engineer (P.E.).
 - i. Please reference the vertical datum.
10. To assist our review and to expedite processing of this request, please provide digital Computer-Aided Design (CAD) or Geographic Information System (GIS) data that reflect the revised topographic work map. Please ensure the digital data are spatially referenced and cite what projection (coordinate system, example: UTM/State Plane) was used, so that the data may be used for accurate mapping. The important data to show on the digital work map are the contour information, the stream centerline, the cross section

lines, the road crossings and hydraulic structures, the preliminary and proposed flood hazard delineations and the tie-in locations. Everything should be clearly labeled and all information should be contained within the drawing and not externally referenced.

The submitted digital data must be spatially referenced and include what projection (coordinate system, e.g., UTM/State Plane) was used. The submitted digital data do not contain a projection, and cannot be used for accurate mapping. Please resubmit CAD/GIS data that are correctly referenced and projected.

11. Please note that the submitted draft property owner notification will be reviewed once we are confident that there will be no further changes to the modeling and/or mapping. Please do not distribute the final notification until we have approved the draft notice. If you choose newspaper notification, please coordinate with the community's Floodplain Administrator to ensure that the notification can be done through newspaper notice because the community's preference may be to deliver the notifications via individual legal notices. Under the National Flood Insurance Program (NFIP) it is the community's responsibility to coordinate and inform their local constituents about the flood hazard changes so the delivery method should be the community's choice.

Please upload the required data using the Online LOMC website at <https://hazards.fema.gov/femaportal/onlinelomc/signin>.

For identification purposes, please include the case number referenced above on all correspondence.

Hi Ed,

Thank you for checking in about this. Attached is a draft invoice showing our efforts related to modeling and mapping the tributaries (extending the model grid to encompass the effective mapping, including a new tributary in the model that is in the effective mapping to show this tributary should be removed from the proposed mapping, renaming the tributaries, making updates in all models [Q10-Q500], and updating the associated mapping [spatial files, maps, and tables]. Thank you!

Andrea Jacobsma, PE, CFM

Senior Consultant

andrea.jacobsma@stantec.com

Stantec

295 Highway 50 Suite 1

Zephyr Cove NV 89449-7702



From: Rodriguez, Hernan <hernan.rodriquez@aecom.com>

Subject: Additional Data Required for LOMR Case Number (23-09-0124P) – City of Carson City and Douglas County, NV

Dear Andrea Jacobsma:

This responds to your submittal dated November 1, 2022, that the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issue a revision to the Flood Insurance Rate Map (FIRM) for Douglas County, NV.

We have reviewed your request and determined that additional data are required to complete our review. The attached letter describes the data needed to continue reviewing your request. This e-mail replaces the paper copy of the letters previously issued by FEMA. We ask that you please respond directly to this e-mail to verify that it has been received.

If we do not receive all data items outlined in the attached letter within 90 days of the date of this e-mail, we will suspend our processing of your request. Any data submitted after 90 days will be treated as an original submittal [and will be subject to all submittal/payment procedures, including the flat review and processing fee for requests of this type established by the current fee schedule. A copy of the current fee schedule is available for your information on the FEMA web site at http://www.fema.gov/plan/prevent/fhm/frm_fees.shtm#1.

If you have general questions about your request, FEMA policy, or the National Flood Insurance Program, please call the FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). If you have specific questions concerning your request, please contact the case reviewer using the information listed below, or the Revisions Coordinator for your request, Hernan Rodriguez, P.E., CFM, by e-mail at hernan.rodriquez@aecom.com or by telephone at (301) 944-2570.

Please be assured we will do our best to respond to all inquiries in a timely manner.

Hernan Rodriguez

Billing Backup

Date	Project	Task	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
2023-03-06	237800499	0700.000A	JACOBSMA, ANDREA LYN	2.00	190.00	380.00	Addressing tributary related comments 4, 5, and 6: updating 100-year model	
2023-03-07	237800499	0700.000A	JACOBSMA, ANDREA LYN	3.00	190.00	570.00	Addressing tributary related comments 4, 5, and 6: updating 100-year model and reviewing results	
2023-03-08	237800499	0700.000A	JACOBSMA, ANDREA LYN	1.00	190.00	190.00	Addressing tributary related comments 4, 5, and 6: updating floodway	
2023-03-09	237800499	0700.000A	JACOBSMA, ANDREA LYN	2.00	190.00	380.00	Addressing tributary related comments 4, 5, and 6: updating floodway model and reviewing results	
2023-03-21	237800499	0700.000A	JACOBSMA, ANDREA LYN	2.00	190.00	380.00	Responding to FEMA comments 4, 5, and 6 related to tributaries: updating 500-year model.	
2023-03-22	237800499	0700.000A	JACOBSMA, ANDREA LYN	0.50	190.00	95.00	Responding to FEMA comments 4, 5, and 6 related to tributaries: extracting results from 500-year model.	
2023-04-24	237800499	0700.000A	JACOBSMA, ANDREA LYN	5.00	190.00	950.00	RESPONDING TO TRIBUTARY-RELATED COMMENTS 4, 5&6: UPDATING GEOMETRY IN Q500 MODEL, Q10,25,50 MODEL, AND PREPROCESSING MODEL (4 HRS). MEETING WITH BRANDON TO REVIEW COMMENT RESPONSE TABLE AND FILE ORGANIZATION FOR SECOND LOMR SUBMITTAL (1HR)	
2023-03-10	237800499	0700.000A	WONG, BRANDON	1.00	120.00	120.00	Addressing FEMA comment response for 4,5, and 6 related to additional tributary work: updates to flood mapping for 100-year event.	
2023-03-13	237800499	0700.000A	WONG, BRANDON	2.00	120.00	240.00	Updates to flood mapping regarding rerun of tributary models. evaluation lines, BFE, and other spatial files for MIP and LOMR submittal.	
2023-03-17	237800499	0700.000A	WONG, BRANDON	1.00	120.00	120.00	Updates to flood mapping regarding rerun of tributary models. evaluation lines, BFE, and other spatial files for MIP and LOMR submittal.	
2023-03-20	237800499	0700.000A	WONG, BRANDON	2.00	120.00	240.00	floodplain remapping in response to FEMA comments related to upper tributaries.	
2023-03-21	237800499	0700.000A	WONG, BRANDON	2.00	120.00	240.00	floodplain remapping in response to FEMA comments related to upper tributaries.	
2023-04-24	237800499	0700.000A	WONG, BRANDON	4.00	120.00	480.00	FLOOD MAP REVISIONS AND FEMA COMMENTS IN RESPONSE TO ADDITIONAL TRIBUTARIES TASKS.	
2023-04-25	237800499	0700.000A	WONG, BRANDON	6.00	120.00	720.00	FLOOD MAP REVISIONS AND FEMA COMMENTS IN RESPONSE TO ADDITIONAL TRIBUTARIES TASKS.	
2023-04-26	237800499	0700.000A	WONG, BRANDON	4.00	120.00	480.00	FLOOD MAP REVISIONS AND FEMA COMMENTS IN RESPONSE TO ADDITIONAL TRIBUTARIES TASKS.	
2023-04-27	237800499	0700.000A	WONG, BRANDON	3.00	120.00	360.00	FLOOD MAP REVISIONS AND FEMA COMMENTS IN RESPONSE TO ADDITIONAL TRIBUTARIES TASKS.	
#REF!						5,945.00		

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #19 – For Discussion Only: Presentation of New Weir Along the V-Line in Churchill County, High-Water River Float through Carson Valley, and flooding in the Fandango Parking Lot in Carson City

DISCUSSION: Staff will show video presentations of the new weir along the V-Line in Churchill County, high-water river floating through Carson Valley, and flooding in the Fandango parking lot in Carson City.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #20

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #20 – For Discussion Only: Approval of Agreement #2023-13
Shane Fryer – Post Employment Contract Work, not to exceed \$60,000

DISCUSSION: Shane Fryer will be retiring from his position effective June 29, 2023. He has agreed to continue to work with CWSD to assist with ongoing projects as outlined in the attached contract.

STAFF RECOMMENDATION: Approve Agreement #2023-13 Shane Fryer – Post Employment Contract Work, not to exceed \$60,000 as presented.



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Agreement

Carson Water Subconservancy District (hereinafter "**CWSD**") and **SHANE FRYER** hereby enter into an agreement whereby **SHANE FRYER** will provide services to **CWSD** in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

Complete services which is further identified and described in Exhibit A. The compensation paid to Shane Fryer for his services to CWSD shall not exceed **\$60,000**.

2) **INDEMNITIES**

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

3) **INSURANCE**

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

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

4) **TERM OF AGREEMENT**

- a) The term of this Agreement will commence on the date of the last signature executed hereon and will continue in full force and effect until **6/30/2024** unless extended by written agreement of the parties.
- b) SHANE FRYER will submit monthly invoices with a description of activities performed.
- c) In the event of termination of this Agreement, the rights, duties, and responsibilities of SHANE FRYER shall continue in full force during the period of notice.
- d) If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to SHANE FRYER.

**DRAFT****5) PERFORMANCE**

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

6) SUPPLEMENTS TO AGREEMENT

The following Exhibit is an integral part of this Agreement:

Exhibit A - Job Duties

7) INDEPENDENT CONTRACTOR

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

8) OWNERSHIP

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

9) AGREEMENT TERMINATION

- (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties and unilaterally by either party without cause.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
 - (1) If SHANE FRYER fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - (2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by SHANE FRYER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If SHANE FRYER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - (4) If CWSD materially breaches any material duty under this Agreement and any such breach impairs SHANE FRYER ability to perform; or
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:
 - (1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement.



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Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- (2) SHANE FRYER shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
- (3) SHANE FRYER shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the CWSD; and
- (4) SHANE FRYER shall preserve, protect, and promptly deliver into CWSD possession all information in accordance with Section 8, Ownership.

10) **RIGHTS UPON TERMINATION**

Upon termination of this Agreement, SHANE FRYER shall transfer, assign and make available to CWSD or CWSD's representative, all property and materials in their possession or control belonging to and paid for by CWSD, subject, however, to any rights of third parties of which SHANE FRYER has informed CWSD.

11) **BREACH REMEDIES.**

Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, in an amount to be determined by the Court.

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

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

12) **PUBLIC RECORDS**

Pursuant to NRS 239.010, information or documents received from SHANE FRYER may be open to public inspection and copying. CWSD has a legal obligation to disclose such information unless a particular record is made confidential by law. SHANE FRYER may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that SHANE FRYER thereby agrees to indemnify and defend CWSD for honoring such a designation. The failure to so label any document that is released by CWSD shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

13) **NOTICES**

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

Edwin James

**Carson Watershed Subconservancy District
777 E William Street, Suite 209
Carson City, NV 89701**

Shane Fryer

**203 S. Ormsby Blvd.
Carson City, NV 89703**

14) **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, pandemic, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.

15) **HEADINGS**

Headings in this Agreement are for convenience only and are not intended to be used in



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interpreting or construing the terms, covenants, and conditions of this Agreement.

16) **ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

17) **SEVERABILITY**

Each provision of this Agreement shall be considered separable 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 Letter that are valid, enforceable and legal.

18) **GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein. If the above accords with the parties' understanding and agreement, kindly indicate consent hereto by signing in the place provided below.

Accepted and Agreed on behalf of:
Carson Water Subconservancy District

Accepted and Agreed on behalf of:
SHANE FRYER

Signature Date
Edwin D. James
General Manager

Signature Date
Shane Fryer
Owner



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Exhibit A

Below are the general job duties and estimated percentage associated with the agreement:

General Job Duties	Estimated Percentage	Amount
Assist with Carson River Coordination	50%	\$ 30,000
Assist with Noxious Weed Coordination	10%	\$ 6,000
Assist with Aquatic Trail & Portage Around the Mexican Dam	20%	\$ 12,000
Assist CWSD with General Coordination	20%	\$ 12,000
Total		\$ 60,000

Budget

Hourly Fee \$60 per hour

Reimbursement Costs: mileage based on federal rate, actual costs for insurance, workers comp, and office supplies.

AGENDA ITEM #21

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #21 – For Possible Action: General Manager Annual Review

DISCUSSION: The General Manager provided the Board members with a Self-Assessment and Board members were provided with a review form. Seven evaluations were returned and summarized (see attached summary).

Considering that the average evaluation was 28.29 out of a possible 30 points, the Administrative Committee recommends to the Board that the General Manager receive a satisfactory review for FY 2022-23 with the accompanying merit increase. See attached June 2, 2023, Administrative Committee minutes.

STAFF RECOMMENDATION: Approve the General Manager's FY 2022-23 Annual Review and merit increase as recommended by the CWSD Administrative Committee.

Decision quality:	Presentation skills:	Communication:	Delegation of work to be done:	Being open and receptive:	Demonstrates flexibility to work with varying groups:	TOTAL
5	4	4	5	5	5	28
4	4	4	3	4	5	24
5	5	5	5	5	5	30
5	5	5	5	5	5	30
4	5	5	4	5	5	28
5	5	5	5	5	5	30
5	5	4	5	4	5	28

General Comments:

- Ed does a very good job of keeping the board members informed and updated on all of the happenings within the water shed. He is knowledgeable about the district and the local governments and interactions between all parties. He is an outstanding representative of CWSD.
- I am new to the organization, but during my short time have been very impressed with the team culture, the efficiency, and the productivity I have seen--all of which stem from excellent leadership.
- Experienced and very good at helping others understand the material.
- Ed and his staff continues to perform at a very high level. Ed works very well with numerous organizations and represents CWSD in an extremely knowledgeable and professional manner. Ed and along with staff are able to deal with numerous funding sources that oftentimes have changing rules and/or funding levels making it difficult to forecast budget levels making resource allocation and project scheduling critical to the success of CWSD. Each is performed at a high level, sometimes seamlessly to anyone outside of the organization. I would be curious to know if staff had a chance to provide feedback to Ed during this review process and if so, how does it compare with the Board's evaluation.

Goals you would like to see accomplished by CWSD in FY 2023-24:

- Follow the strategic plan that was just adopted. In addition, I'd like to see the development of a model code for the adoption of water conservation measures for new construction. This is something that could be shared with member water distributors and local governments. Continue to try to find a way to legislatively have Alpine County officially join CWSD. And ensure Storey County has two members.
- Weren't we going to complete a strategic plan?
- Explore ways of retaining water in good water years.
- None at this time for Ed. It would be helpful if we had a "Score Card" listing our annual goals (that we established during our annual goal setting workshop) showing where we stand on each one. I know these two processes are separate and out of sync timing wise.

CARSON WATER SUBCONSERVANCY DISTRICT

Administrative Committee

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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 209, Carson City, NV.

Committee Members Present:

David Griffith
Stacey Giomi
Cassi Koerner (via Zoom)
Dave Nelson
Bus Scharmann (via Phone)
Mike Workman (via Zoom)

CWSD Staff/Guests Present:

Brenda Hunt
Ed James
Catrina Schambra

Director Workman called the meeting of the CWSD Administrative Committee to order at 2pm. 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

Director Nelson made a motion to approve the Agenda, moving Item 8 to before Item 7. Committee Member Griffith seconded the motion and the Agenda was approved unanimously.

Item #5 - For Possible Action: Approval of the December 5, 2022, Administrative Committee Meeting Minutes

Director Nelson made a motion to approve the Administrative Committee Minutes from December 5, 2022, to include the adding the names of Nay votes. The motion was seconded by Committee Member Griffith and was unanimously approved by the Administrative Committee.

Item #6 - For Possible Action: Discuss CWSD role related to the Conserve Nevada Program

Mr. James reported that the Nevada legislators included in the 2023-25 budget 43.3 Million Bond for the Conserve Nevada Program. Most of the funding is already allocated, but there is \$1 Million available for Carson/Truckee and \$2 Million available for other state projects. CWSD has been asked if we want to participate on the Steering Committee for the funding allocation of the Carson/Truckee programs.

There was discussion of the possibility of CWSD having to recuse itself during discussions that involve CWSD seeking this funding. Ms. Hunt explained the projects that CWSD has applied for

via the funding source. The consensus of the group is that CWSD definitely wants a seat at the table of the Steering Committee whether recusal at times is needed or not.

No action taken.

Item # 8 – For Possible Action: Lodging for Board Members with 60-mile commute home

Mr. James explained that he actually thinks the range should be 70 miles from home. All board members live within 70 miles of their home and CWSD's office. This would only apply when CWSD move its board meetings around the watershed. The concern is Board members having to drive home from a field trip Board meeting and having almost 2 hours of drive time to get home. If the meeting goes past 8:30 pm this would be a very long day. A board member can attend the meeting virtually but it has been the board's goal to have board members attend the meetings in-person. Director Giomi asked how much a board member could charge for a room. Director Giomi suggested using the per diem rate that the State uses. He suggested we add a section to the Travel Policy. Mr. James stated that he will bring a revision forward to the full Board in July to be added to the Travel Policy. Director Giomi wants it to be clear this is only from the meeting site to your home address.

No action taken.

Item #7 - For Possible Action: General Manager Annual Review

Director Workman stated that he would begin the discussion with his only question that he had put in the comments of the evaluation. Does the staff have any input in his evaluation? Mr. James explained that this review is only for Board member but he does have these discussions with each staff member during their evaluations. He also stated that another comment in the review responses asked about the Strategic Plan. It was approved last year and he was instructed that the goals and objectives of the Strategic Plan were his goals and objectives.

Director Workman stated he thinks he does a fantastic job! Director Scharmann says he just started in January, but Ed has been so helpful in orienting him with all things watershed and has done an excellent job in communicating. Director Nelson concurs and Committee Member Griffith says we can all agree that Ed does a great job, that is why we've had him doing it so long!

Director Koerner made a motion to recommend approval the General Managers Annual Review and the accompanying merit increase. The motion was seconded by Director Nelson and unanimously approved by the Administrative Committee.

Item # 14 – For Discussion Only: Public Comment - None

There being no further business to come before the Administrative Committee, Director Griffith adjourned the meeting at 2:46pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #22

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: June 21, 2023

SUBJECT: Agenda Item #23 – For Discussion Only: Overview of the Water Picture for the Carson River Watershed

DISCUSSION: Staff will give an update on the water year.

STAFF RECOMMENDATION: Receive and file.

STAFF REPORTS

CARSON WATER SUBCONSERVANCY DISTRICT

TO: BOARD OF DIRECTORS

FROM: EDWIN D. JAMES

DATE: June 21, 2023

SUBJECT: Agenda Item #23 - For Information Only: Staff Report

DISCUSSION: The following is a list of meetings/activities attended by Ed James and staff since the last Board meeting on May 17, 2023:

- 5/18/23 - Debbie & Max attended a Walker River Flood Hazard meeting in Minden
- 5/19/23 – Debbie & Max participated in FAW outreach event at Riverview Elementary School in Dayton
- 5/23/23 - Ed & Debbie attended North Silver Springs ADMP meeting
- 5/24/23 - Ed attended 30-Year Regional Water Study meeting
- 5/24/23 - Brenda, Shane, Kelly & Catrina hosted CRC Education Working Group meeting
- 5/24/23 - Brenda, Shane, Max & Kelly attended LID Neighborhood Meeting Planning session
- 5/24/23 - Ed met with Carson City Public Works re: USGS Middle Carson Model
- 5/25/23 - Ed, Debbie & Max attended Pinenut Culvert Study meeting
- 5/25/23 - Ed, Brenda & Max met with NDEP re: 319 contract
- 5/25/23 - Debbie attended NDWR Flood Mitigation Grant Assistance Webinar
- 5/25/23 - Max attended NDWR Fall Symposium Brainstorm Session
- 5/26/23 - Brenda, Shane & Kelly met with Neon re: Social Media campaign
- 5/30/23 - Debbie & Kelly participated in FAW outreach event at Minden Elementary School
- 5/30/23 - Ed attended meeting with consultant & FEMA re: comments on Carson River Study below Lahontan Dam
- 5/31/23 - Brenda, Shane, Kelly, Catrina & Max hosted CRC Floodplain Management Working Group meeting
- 6/1/23 - Brenda, Shane, Max & Kelly participated in LID in the Westwood Neighborhood Park Community Outreach Event
- 6/2/23 - Debbie participated in the GES Flood Safety Event at River Fork Ranch
- 6/2/22 - Ed, Brenda & Catrina hosted an Administrative Committee meeting
- 6/5/23 - Brenda, Shane & Kelly met with NDEP re: Water Quality PSAs for TV & Radio
- 6/6/23 - Debbie participated in River Wrangles CCRWD event at Minden Elementary School
- 6/6/23 - Ed, Brenda, Kelly & Max attended NWS June Snowpack, Water Supply and Flood Update Webinar
- 6/6/23 - Ed attended State Water Plan Stakeholder Advisory Group Meeting

- 6/7/23 - Debbie & Max participated in Ag in the Classroom Event at Legacy Christian School in Carson City
- 6/8/23 - Kelly participated in water monitoring with AWG
- 6/8/23 - Debbie attended USBR Funding Webinar
- 6/13/23 - All staff participated in Get on the Bus! Carson River Watershed Tour
- 6/14/23 - All staff participated in Get on the Bus! Carson River Watershed Tour
- 6/15/23 - Ed, Debbie & Max gave a presentation to the CTP partners re: Flood Studies in Carson River Basin
- 6/15/23 - Brenda, Debbie, Max & Kelly met Washoe Tribe re: Tribal Outreach Event
- 6/16/23 - Ed & Debbie met with consultant Re: Walker River Project Update
- 6/17/23 - Debbie & Kelly participated in Wild Sheep Foundation Outreach Event in Carson City
- 6/20/23 - All staff participated in East Fork River Float

STAFF RECOMMENDATION: Receive and file.

NO CORRESPONDENCE