



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: February 18, 2026
TIME: 6:30 pm
LOCATION: Carson City Community Center, Bonanza Room
851 E. William Street, Suite 209, Carson City, NV 89701

CWSD encourages Board members to attend in person, but virtual attendance is available. [Join Zoom Meeting](#)

Call (669)900-9128 if you prefer to phone in. Meeting ID: 891 2303 7400; Passcode: 250346

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 the CWSD Board of Directors. Reasonable efforts will be made to assist and accommodate individuals with limited ability to speak, write, or understand English or those with disabilities who wish to join the meeting. Please contact Catrina Schambra at (775)887-7450 or email: catrina@cwsd.org at least 3 business days in advance so that arrangements can be made.

1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
2. Roll Call
3. Pledge of Allegiance
4. For Discussion Only: Public Comment *(Public Comment will be taken at the beginning and end of the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.)*
5. For Possible Action: Approval of Agenda
6. For Possible Action: Approval of the Board Meeting Minutes of January 21, 2026
7. For Discussion Only: Resolution Recognizing Friends of Hope Valley organization

****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 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.

8. For Possible Action: Approval of the Treasurer's Report for January 2026
9. For Possible Action: Approval of Payment of Bills for January 2026
10. For Possible Action: Approval of RCI Agreement #2026-3 for Consulting Services not to exceed \$10,000
11. For Possible Action: Approval of Time Extension for West Fork Carson River Prioritization Project Agreement #2023-9.

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

****END CONSENT AGENDA****

12. For Discussion Only: East Fork Carson River Hot Springs Planning Overview
13. For Possible Action: CWSD/Alpine Watershed Group MOU for West Fork Carson River Prioritization Plan
14. For Discussion Only: Update on the 2026 Water Year and Runoff Projections.
15. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
16. For Discussion Only: Directors & Committee Members Reports
17. For Discussion Only: Public Comment *(Public Comment will be taken at the beginning and end of the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.)*
18. Adjournment

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

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 10 am on February 11, 2026, a copy of the *Notice of Public Meeting and Agenda* for the February 18, 2026, meeting of the Carson Water Subconservancy District Board of Directors, per NRS 241.020 was posted at the following locations: Carson Water Subconservancy District, 777 E. William St, Ste 209, Carson City, NV 89701; CWSD Website: <https://www.cwsd.org>; and Nevada Public Notice Website: <https://notice.nv.gov/>


Deborah Neddenriep,
Water Resource Specialist 2, CWSD


Date & Time of Posting

AGENDA ITEM #4

PUBLIC COMMENT

AGENDA ITEM #5

Agenda Approval

AGENDA ITEM #6

**MINUTES OF LAST
BOARD MEETING**

**CARSON WATER SUBCONSERVANCY DISTRICT
Board of Directors
& Carson River Watershed Committee Meeting**

January 21, 2026

***Draft* Minutes**

Chairperson Ernie Schank called the Carson Water Subconservancy District (CWSD) Board of Directors Meeting to order at 6:33 pm in the Carson City Community Center Bonanza Room at 851 E. William Street, Suite 209, Carson City, NV 89701. A roll call of the CWSD Board of Directors determined a quorum was present.

CWSD Directors / Committee Members present:

Stacey Giomi
Sharla Hales
Tammy Hendrix
Jim Hindle
Doug Johnson
Cassi Koerner

Ernie Schank
Lisa Schuette
Lee Sterrett
Fred Stodieck
Nathan Tolbert
Mike Workman

CWSD Directors / Committee Members absent:

Myles Getto, David Griffith, and Charlie Dobson.

CWSD Staff & Guests present:

Chris Berggren, Public
Gregg Berggren, Public
Lynn Berggren, Public
Fatema Bhagat, Public
Miks Broggi, Public
Reed Cozens, Public
Brenda Hunt, CWSD
Ed James, CWSD
Terry Katzer, Public
Steve King, CWSD Attorney

Lindsay Marsh, CWSD
Greg Melandon, Public
Meggan Melandon, Public
Debbie Neddenriep, CWSD
Kelly Nicholas, CWSD
Catrina Schambra, CWSD
Carmen Schank, Public
James Springgate, Wood Rodgers
Betty Stodieck, Public
Shannon Stodieck, Public

Mr. Johnson led the Pledge of Allegiance.

Item #4 – Discussion Only: Public Comment – None

Item #5 – For Possible Action: Approval of Agenda

Mr. James announced that Item 12 will be postponed until the February meeting.

Director Giomi motioned to approve the Agenda for January 21, 2026, with Item 12 pulled as requested. Director Koerner seconded the motion and the Board unanimously approved.

Item #6 – For Possible Action: Approval of December 17, 2025, Board Meeting Minutes and Minutes from Special Board Meeting of January 5, 2026

Director Tolbert motioned to approve the Board Meeting Minutes of December 17, 2025, and January 5, 2026, as presented. Director Schuette seconded the motion and the Board unanimously approved.

Item #7 – Discussion Only: Presentation of the 2026 Andy Aldax Awards

Fred Stodieck and Terry Katzer were both awarded the 2026 Andy Aldax Award. Lisa Schuette read Mr. Katzer's nomination letter and Doug Johnson read Mr. Stodieck's nomination. The board chair recognized each man's contributions to the Carson River Watershed. Several members of the board and staff shared their experiences thanked Mr. Stodieck and Mr. Katzer. While pictures were being taken, we found out that the federal watermaster who hired Mr. Katzer was Cecil Stodieck. (Fred's father). We also discovered Mr. Katzer was CWSD's first general manager. Therefore, there were three general managers in the room at this meeting.

****CONSENT AGENDA****

Item #8 – For Possible Action: Approval of Treasurer's Report for December 2025

Item #9 - For Possible Action: Approval of Payment of Bills for December 2025

Item #10 - For Possible Action: Approval of Contract #2026-1 with Kimley-Horn for Regen Ag Engineering, not to exceed \$50,000.

Item #11 - For Possible Action: Approval of the 2025 Activities & Accomplishments Annual Report

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

****END CONSENT AGENDA****

Item #12 - For Possible Action: Friends of Hope Valley Recognition (PULLED)

This item was pulled.

Item #13 - For Discussion Only: Presentation on the South Silver Springs ADMP

Mr. James Springgate presented the results of the South Silver Springs ADMP.

[View presentation slides here.](#)

Item #14 - For Possible Action: Approval of New General Manager Contract

Mr. James explained he, CWSD Chair, and Vice Chair, was drafted after Mr. Reed Cozens was offered and accepted the position of had general manager.

Director Johnson made a motion to approve the employment contract with Reed Cozens, as presented. The motion was seconded by Director Hales and it was unanimously approved by the Board.

Item #19 For Discussion Only: Staff Reports

Ed James updated board on the snowpack levels and the impact of warm storms on water storage. He announced the upcoming retirement party for Ed James on February 12 at the Nashville Social Club.

Ed James discussed the need for a water conservation policy that could be implemented throughout the watershed, noting that raising rates encourages self-conservation. Mr. James mentioned a program run by Debbie that promoted conserving water, emphasizing the importance of using water wisely.

Brenda Hunt suggested low-impact development landscaping could be underscored to keep water on individual properties; an example includes rain barrels to collect water during rainfall.

DRAFT

Debbie Neddenriep reported on her involvement with the Association of State Floodplain Managers, the legal challenges and understanding of the importance of no adverse impact policies in arid regions. She is working to develop a webinar for floodplain managers in Arid Regions.

Legal – None

Correspondence – None

Item #20 - For Discussion Only: Directors & Committee Members Reports

Directors and committee members provide updates on various projects and initiatives, including Smelter Creek flooding clean-up and Mueller Parkway challenges.

Item #21 - For Discussion Only: Public Comment –

Brenda Hunt shared information about a public meeting held by the Alpine Watershed Group at Turtle Rock Park, where Dan Malden from Waterways Consulting presented findings on geomorphology and sediment budget for the West Fork of the Carson. The report, which is in the draft stage, highlights that 60% of the fine sediment comes from Hope Valley due to bank erosion. The report includes a prioritization plan with 15 identified projects to address the issues discussed in the report. The report will guide future actions on the East Fork and potentially further downstream to the Lahontan.

There being no further business before the Board, Chairperson Schank adjourned the meeting at 8:05 pm.

Respectfully submitted,

Catrina Schambra

Secretary to the Board

AGENDA ITEM #7

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Reed Cozens

DATE: February 18, 2026

SUBJECT: Agenda Item # 7 – For Discussion Only: Friends of Hope Valley Recognition

DISCUSSION: In their Winter 2026 newsletter (see attached), the Friends of Hope Valley (FOHV) discussed their organization's success over the past 41 years in preserving the scenic, recreational and historic uses of the valley. They stated how it is time for the organization to dissolve and let others carry the torch forward. This organization fought the good fight to protect and preserve Hope Valley from various development proposals, and we owe them a debt of gratitude for these now-public lands.

The CWSD Board will present a Certificate of Achievement to the Friends of Hope Valley to recognize their exemplary service and shine a light on this amazing organization.

STAFF RECOMMENDATION: Receive and file.



FRIENDS OF HOPE VALLEY

NEWSLETTER



WINTER 2026

A non-profit, grass roots organization dedicated to the preservation of the scenic, recreational and historic use of Hope Valley and other pristine places of Alpine County's eastern Sierra slope. Members share a deep affection for the unspoiled beauty of the Sierra eastern slope of Alpine County.

FOHV was formed in 1985 in response to a proposal to run a transmission line through Hope Valley. The group has been successful in their ongoing protection efforts, including preserving over 25,000 acres of open space in Hope Valley and eastern Alpine County.

BOARD OF DIRECTORS

Debbi Waldear
President

Jim Donald
Peter Lathrop
Jim McLain
Patricia Cooper-Smith

Advisors
Judy Warren-Wickwire
Dan Kaffer

friendsofhopevalley.org

facebook

Hope Valley Friends

Friends of Hope Valley was created 41 years ago to preserve the scenic, recreational and historic use of the valley. Although there will always be another issue or fight it's time for our organization to dissolve. Through our efforts most all of the valley is now public lands. It's now up to the Forest Service and California Department of Fish and Wildlife to maintain natural environment of the area.

Hope Valley is one of the most scenic valleys in the Sierra. The Washoe people lived there peacefully for 10,000's of years.

Life changed in the meadows and surrounding Sierra Nevada mountains as the folks heading west prospered in the valley and settled in the area. Mining and ranching led to a land grab within the valley. Ranches spend summers in the valley grazing their cattle and sheep. They named the valleys Hope, Faith and Charity.

In the 1980's change began to take place. People started to realize that these beautiful valleys needed to be protected from development. A group of inspired young people formed a group to protect the lands from development, led by John and Patty Brissenden owners of the Sorensen's Resort, Friends of Hope Valley. In 1986 Friends of Hope Valley was formally established.

This dedicated group of people had already defeated a proposal to construct a transmission line through Hope Valley heading to the west. Again in 1987 AT&T proposed a fiber-optic line through the valley. At the same time the ranchers no longer had interest in grazing the valleys. It quickly became the FOHV goal to create public lands in the Valley's.

With a lot of effort and push from FOHV the lands in the valley became public lands. In 1988 proposition 70 funded money to purchase land from Picketts Junction to Blue Lakes Road. In 1989 California Fish and Wildlife (CDFW) purchased 2,500 acres of land in the valley. That same year Congress appropriated four million dollars to purchase land in both Hope and Faith Valleys.

In 1999 FOHV fended off a Cal Trans proposal to install and electric changeable message sign on Highway 88 at Picketts Junction. Again in 2023 the group defeated the proposal.

In 2000 CDFW began plans to create an "All Access" Trail and Fishing piers at Picketts Junction. FOHV worked closely with CDFW on this project.

In 2004 conflicts began on various roads in the valley. Forestdale Creek and Blue Lakes roads were at issue. It wasn't until 2010 that Forest Service came out with a Winter Travel Plan for the area, which involved closing most all roads in the valley to snowmobiles, leaving Blue Lake and Forestdale roads open. (Forestdale road is only open early season). It was a hard battle to fight. FOHV prevailed in the end.

Years of cattle grazing caused environmental damage to the land. The banks of the West Fork of the Carson River were incised. Planting willows along the banks to protect erosion began as an annual "workday project" for FOHV members. For over 20 years FOHV has been working on this project. Willows thrived, many of the banks became stable. A few of the larger areas needed more than just willows. More extensive projects began and continue to this day.

Other projects included fencing to protect the fragile meadows. FOHV has also sponsored a survey of beaver dams and activities as a way to collect data on their populations along the West Carson and all of its tributaries above 7000'. This study demonstrated a major decrease in the beaver population in the last few years.

We appreciate your support of FOHV. For over 30 years we have been at the forefront of efforts to preserve and protect the scenic beauty, natural ecosystems and recreation values of Hope Valley. The work is not complete, there's always another battle to fight. It's time for FOHV to step aside and let others continue with our efforts. There are several organizations that are already doing good work in the valley: Alpine Watershed Group, Sierra Nevada Alliance and American Rivers are just a few.

AGENDA ITEM #8

Treasurer's Report

There will not be a treasurer's report in February 2026.

AGENDA ITEM #9

Payment of Bills

There will not be a bill report in February 2026.

AGENDA ITEM #10

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Reed Cozens

DATE: February 18, 2026

SUBJECT: Agenda Item #10 – For Possible Action: Approval of RCI Agreement #2026-2 for Consulting Services not to exceed \$10,000

DISCUSSION:

STAFF RECOMMENDATION: Approve RCI Agreement #2026-2 for Consulting Services not to exceed \$10,000 as presented.



Contractor Funding Agreement

Carson Water Subconservancy District (hereinafter "CWSD") and Resource Concepts, Inc. (hereinafter "RCI") hereby enter into an agreement whereby RCI will provide consulting services (hereinafter "Project") in accordance with and subject to the following terms and conditions:

1) **ASSIGNMENT**

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

The Project is further identified and described in Exhibit A. The compensation will be paid to RCI monthly on a time and materials basis for the Project on an amount not exceed **\$10,000**.

2) **INDEMNITIES**

- (a) To the fullest extent permitted by law RCI 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 RCI, its officers, employees and agents.
- (b) CWSD will indemnify and hold RCI harmless with respect to any claims or actions instituted by third parties which result from the use by RCI of material furnished by CWSD or where material created by RCI is substantially changed by CWSD. Information or data obtained by RCI 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 RCI, RCI shall assist in the preparation of the defense of such action or proceeding and cooperate with CWSD and CWSD's attorneys. CWSD will reimburse RCI of any out-of-pocket costs RCI 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 Contract, RCI shall, during the performance of the services 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) RCI shall name CWSD as an additional insured and deliver a certificate to CWSD.

4) **TERM OF CONTRACT**

- a) The term of this Contract will commence on the date of the last signature executed hereon and unless earlier terminated as provided below, will continue in full force and effect until **June 30, 2026**, unless extended by written Contract of the parties.



- b) RCI will submit monthly invoices with a description of activities performed.
- c) In the event of termination of this Contract, the rights, duties, and responsibilities of RCI 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 RCI.

5) **PERFORMANCE**

Should RCI fail to perform any of the services provided for in Exhibit A, CWSD shall notify RCI of such non-performance and allow thirty (30) days for RCI 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 Contract.

6) **SUPPLEMENTS TO CONTRACT**

The following Exhibits are an integral part of this Contract:

- (a) Exhibit A - RCI Consulting Services

7) **INDEPENDENT CONTRACTOR**

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

As an Independent Contractor under Federal Award funding see CFR Part 200 Appendix II below:

**Code of Federal Regulations (CFR) [Appendix II to Part 200, Title 2](#) (February 7, 2025) —
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964](#)–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal



entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Contract. If the Federal award meets the definition of “funding Contract” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations



must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the ORCI guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (K) Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera



Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115–232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).
- (L) Domestic preferences for procurements –
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020:FEMA Contract Provision Guide June 2021]

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 Contract), or any other documents or drawings, prepared, or in the course of preparation, by RCI (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CWSD and all such materials shall be delivered into CWSD’s possession by RCI upon completion, termination, or cancellation of this Contract. RCI shall not use, willingly



allow, or cause to have such materials used for any purpose other than performance of RCI's obligations under this Contract without the prior written consent of CWSD. CWSD shall defend, indemnify, and hold harmless RCI for any reuse of work documents on other projects without written permission of RCI.

9) **CONTRACT TERMINATION**

- (a) Termination Without Cause. This Contract may be terminated upon written notice by mutual consent of both parties and unilaterally by either party without cause. The parties acknowledge and agree that in the event Federal funding to CWSD for this Contract is eliminated or suspended or otherwise delayed, then in said event, this Contract shall automatically be terminated.
- (b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - (1) If RCI fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract 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 RCI to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - (3) If RCI 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 Contract and any such breach impairs RCI's ability to perform.
- (c) Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- (d) Winding Up Affairs Upon Termination. In the event of termination of this Contract 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 Contract. 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) RCI shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the CWSD;
 - (3) RCI shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the CWSD; and
 - (4) RCI 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 Contract, RCI 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 RCI has informed CWSD.

11) **BREACH REMEDIES.**

Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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, including but not limited to actual damages.

The parties acknowledge or agree that the contract was written and agreed to 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 RCI 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. RCI may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that RCI 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 Contract will be addressed to the following parties:

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

Jeremy Drew
Resource Concepts, Inc.
340 North Minnesota Street
Carson City, NV 89703-4152

14) **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance of any part of this Contract 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 Contract.

15) **HEADINGS**

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

16) **ENTIRE CONTRACT**

This Contract constitutes the whole Contract 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 Contract shall be valid unless in writing and signed by the parties hereto.

17) **SEVERABILITY**

Each provision of this Contract 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 Contract shall be interpreted in accordance with the laws of the State of Nevada pertaining to contracts made and performed entirely therein and jurisdiction for any dispute between the parties shall be held in Nevada court of competent jurisdiction.

If the above accords with the parties' understanding and Contract, 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:
Resource Concepts, Inc.

Signature *Date*
Reed Cozens
General Manager

Signature *Date*
Jeremy Drew
Principal Resource Specialist



Exhibit A

RCI will provide consulting services as on-call basis as determined by the CWSD General Manager at a rate of \$200 per hour and mileage reimbursement at .725 per mile.

AGENDA ITEM #11

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Reed Cozens

DATE: February 18, 2026

8. **SUBJECT:** Agenda Item #11 – For Possible Action: Approval of Time Extension for West Fork Carson River Prioritization Project Agreement #2023-9.

DISCUSSION:

STAFF RECOMMENDATION: Approve Time Extension for West Fork Carson River Prioritization Project Agreement #2023-9.



**ADDENDUM TO CONTRACT #2023-9
AGREEMENT BETWEEN
CARSON WATER SUBCONSERVANCY DISTRICT
AND
ALPINE WATERSHED GROUP**

WHEREAS, on June 21, 2023, the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and Alpine Watershed Group (hereinafter referred to as "AWG") entered into an Agreement (hereinafter "Agreement #2023-9") addressing West Fork Carson River Prioritization Project (hereinafter referred to as "Project"); and

WHEREAS, due to delays AWG will need additional time to complete the Project; and

WHEREAS, AWG requested and received a time extension to March 31, 2026; and

WHEREAS, it has been determined that an additional three months will be added to the length of Agreement #2023-9 with AWG.

NOW, THEREFORE IT IS AGREED:

1. AWG will complete the Project no later than June 30, 2026.
2. All other terms of Agreement #2023-9 shall remain in full force and effect.

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

ALPINE WATERSHED GROUP

CARSON WATER
SUBCONSERVANCY DISTRICT

Kimra McAfee, Executive Director

Edwin D. James, General Manager

DATE: _____

DATE: _____

AGENDA ITEM #12

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Reed Cozens

DATE: February 18, 2026

SUBJECT: Agenda Item #12 –For Discussion Only: East Fork Carson River Hot Springs Planning Overview

DISCUSSION: As you may recall, last August 2025, we tried to provide a pre- recorded presentation on this item and there were technical difficulties. We are therefore bringing this item back to the board. Chris Eddy, United States Forest Service (USFS) will present the process and outcomes of the East Fork Hot Springs Area Management Proposal. The project was completed as a part of the National Park Services Rivers, Trails, and Conservation Assistance Program last summer. One of the recommendations is a Memorandum of Understanding between all involved parties to assist with volunteer clean-ups approximately twice annually. We are bringing the MOU to you under Item 13. Brenda Hunt attended the planning meetings on CWSD's behalf. She and Chris Eddy will be available to answer the board's questions.

STAFF RECOMMENDATION: Receive and file.

AGENDA ITEM #13

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Reed Cozens

DATE: February 18, 2026

SUBJECT: Agenda Item #13–For Possible Action: East Fork Carson River Hot Springs
USFS and Partner Memorandum of Understanding

DISCUSSION: One of the recommendations in the East Fork Carson Hot Springs Area Management Proposal is a Memorandum of Understanding between all involved parties to assist with volunteer clean-ups approximately twice annually. Chris Eddy, United States Forest Service (USFS) provided a presentation on the process and outcomes of the East Fork Hot Springs Area Management Proposal under Item 11. The project was completed as a part of the National Park Services Rivers, Trails, and Conservation Assistance Program summer 2025. We are bringing the MOU to you under a separate item for possible action. Brenda Hunt attended the planning meetings on CWSD's behalf and she and Chris Eddy will be available to answer the board's questions.

STAFF RECOMMENDATION: Direct staff to sign the Memorandum of Understanding to allow staff to assist as proposed annually.



FS Agreement No. 26-MU-11041700-003

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
BUREAU OF LAND MANAGEMENT, SIERRA FRONT FIELD OFFICE,
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE,
ALPINE COUNTY,
ALPINE COUNTY SHERIFF'S OFFICE,
ALPINE WATERSHED GROUP,
CARSON WATER SUBCONSERVANCY DISTRICT,
LAHONTAN WATER BOARD,
NEVADA OFFROAD ASSOCIATION,
PINE NUT MOUNTAINS TRAIL ASSOCIATION,
WASHOE TRIBE OF NEVADA AND CALIFORNIA,
WASHOE ENVIRONMENTAL PROTECTION DEPARTMENT
And The
USDA, FOREST SERVICE
HUMBOLDT-TOIYABE NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Bureau of Land Management Sierra Front Field Office, California Department of Fish and Wildlife, Alpine County, Alpine County Sheriff's Office, Alpine Watershed Group, Carson Water Subconservancy District, Lahontan Water Board, Nevada Offroad Association, Pine Nut Mountains Trail Association, Washoe Tribe of Nevada and Washoe Environmental Protection Department hereinafter referred to as "The Cooperators," and the United States Department of Agriculture (USDA), Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the "Forest Service."

Background: For many years, local partners and the general public have advocated for the Humboldt-Toiyabe National Forest's Carson Ranger District to more actively manage the East Fork Carson Hot Springs Area. There is a 2007 East Carson River Strategy document, authored by the Carson Ranger District, which partially addressed public concern regarding recreation's impacts on the area, and several meetings over the past decade have been held to inform potential management actions that could be taken in the area.

Concerns about overuse and negative impacts of increased visitation in the area are made more complex by the remote nature of the area and difficulty of access for land managing agencies to mitigate these impacts. Vehicle routes into the project area have a steep grade and rocky terrain, requiring a four-wheel drive or relatively high clearance all-terrain



vehicle, with boat access feasible during a narrow seasonal window. The existing vehicle user-created routes leading to the site from surrounding areas are not formal or recognized access points, which makes accessing the area to mitigate these issues with more active visitor use management strategies more difficult for land managing agencies in the project area. These access challenges, combined with the observed difficulties of managing high-volume recreation and visitor use within the nearby Tahoe Basin, have also heightened concerns among organizations represented in the planning committee regarding successful interagency management of the project area.

It was determined that a third-party facilitated collaborative planning process would be the most effective strategy for creating a suite of proposals with consensus from land management agencies as well as community members and key stakeholders. Due to these concerns around recreational use of the area, the U.S. Forest Service, other land managing agencies in the project area, and community, organizational, and user-group partners decided to apply for technical assistance from the National Park Service (NPS) – Rivers, Trails, and Conservation Assistance (RTCA) program. As a primary aspect of the NPS-RTCA's technical assistance, RTCA staff were asked to act as a neutral, third-party entity to facilitate group discussions of a planning committee of partners. A planning committee was formed to create a suite of proposals to be implemented throughout the project area as long-term solutions to existing issues, and to guide future management planning at the project area. The effort intends to protect the remote feel of the area and safety of its users. It aims to promote responsible recreation practices among users. Additionally, a priority of the effort is to maintain the conservation and protection of the area's natural resources, including the river and its water quality.

To facilitate long-term implementation of these management recommendations, the committee also reached consensus on creating an official Memorandum of Understanding (MOU). This MOU will outline the foundation of a volunteer-based partnership of community groups, organizations, and land-management agencies to clean and monitor the site on a predetermined interval of time.

Title: East Fork Carson River Hot Springs Management

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to collaboratively manage, maintain and monitor the East Fork Carson River Hot Springs area and access to the area. In addition, this MOU is intended to document the support for the East Fork Carson Hot Springs Area Proposal (2025) that was a collectively developed action plan. Collaborative actions this MOU covers includes site clean-ups, transporting workers and materials, working with media to disseminate accurate information, placing of signage, and monitoring of the area. The parties to this MOU will perform in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:



The U.S. Forest Service and Bureau of Land Management (BLM) manage lands that access the East Fork Carson River Hot Springs Area. Both agencies have engaged The Cooperators in the creation of the East Fork Carson Hot Springs Area Proposal (2025) with the intent of increasing maintenance and management of the area. The U.S. Forest Service, BLM and The Cooperators all have interest in the planning area and in improved maintenance and management of the lands in the project area as detailed in the East Fork Carson Hot Springs Area Proposal (2025).

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATORS SHALL:

- A. Perform in accordance with the East Fork Carson Hot Springs Area Proposal (2025) attached as Exhibit A.

IV. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the East Fork Carson Hot Springs Area Proposal (2025) attached as Exhibit A.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from the Memorandum.
- B. This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant that incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs,



- at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.
- C. This Memorandum of Understanding shall be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.
- D. Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, which will endeavor in good faith to resolve such differences.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Bureau of Land Management Program Contact	Bureau of Land Management Administrative Contact
Paul Fuselier, Rec Program Manager 5665 Morgan Mill Road Carson City, NV 89701 Telephone: 775-885-6177 Email: pfuselier@blm.gov	Kimberly D. Dow, District Manager 5665 Morgan Mill Road Carson City, NV 89701 Telephone: 775-885-6118 Email: ddow@blm.gov
California Department of Fish and Wildlife Program Contact	Alpine County Program Contact
Dr. Morgan Kilgor, Regional Manager 1701 Nimbus Road Rancho Cordova, CA 95670 Telephone: 916-358-2900 Email: morgan.kilgour@wildlife.ca.gov	Charlie Dobson, County Supervisor PO Box 158 Markleeville, CA 96120 Telephone: 530-694-2281 Email: cdobson@alpinecountyca.gov
Alpine County Sheriff's Office Program Contact	Alpine Watershed Group Program Contact
Tom Minder, Sheriff PO Box 278 Markleeville CA 96120 Telephone: 530-694-2231 Email: tminder@alpineso.com	Kimra McAfee, Executive Director 50 Diamond Valley Rd Markleeville, CA 96120 Telephone: 530-694-2327 Email: awg.kimra@gmail.com
Carson Water Subconservancy District Program Contact	Lahontan Water Board Program Contact



Ed James, General Manager 777 E. William Street, Suite 209 Carson City, NV 89701 Telephone: 775-887-7450 Email: edjames@cwsd.org	Bryan Talmage, Senior Water Resource Control Engineer 2501 Lake Tahoe Blvd South Lake Tahoe, CA 96150 Telephone: 775-309-8748 Email: bryan.talmadge@waterboards.ca.gov
Nevada Offroad Association Program Contact	Pine Nut Mountains Trail Association Program Contact
Mathew Giltner, Executive Director PO Box 1111 Carson City, NV 89702 Telephone: 775-430-0000 Email: mathew@trailnv.com	Ken Ingram, Outreach Coordinator PO Box 3012 Gardnerville, NV 89401 Telephone: Email: neon99in92@aol.com
Washoe Tribe of Nevada and California Program Contact	Washoe Environmental Protection Department Program Contact
BillyHawk Enos, Tribal Historic Preservation Officer 919 U.S. Hwy 395 N Gardnerville, NV 89410 Telephone: 775-265-8600 Email: THPO@washoetribe.us	Cale Pete, Environmental Director 919 U.S. Hwy 395 N Gardnerville, NV 89410 Telephone: 775-309-8748 Email: cale.pete@washoetribe.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Christopher Eddy, Rec Mgmt Specialist 1536 South Carson Street Carson City, NV 89801 Telephone: 775-431-7660 Email: Christopher.Eddy@usda.gov	Tamia Robertson, Grants Mgmt Specialist 324 25 th Street Ogden, UT 84401 Telephone: 469-965-9272 Email: Tamia.Robertson@usda.gov

- F. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement The Cooperators acknowledge that they: 1) do not have a tax delinquency, meaning that they are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that are not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had



an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If The Cooperators fail to comply with these provisions, the Forest Service will annul this agreement and may recover any funds The Cooperators have expended in violation of sections 433 and 434.

- G. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or The Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To The Cooperators at The Cooperators's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or The Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of The Cooperators' contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of The Cooperators' products or activities.
- J. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met.



Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- K. USE OF FOREST SERVICE INSIGNIA. In order for The Cooperators to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- P. PUBLIC NOTICES. It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperators is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to



announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Humboldt-Toiyabe National Forest of the Forest Service, Department of Agriculture,"

The Cooperators may call on the Forest Service's Office of Communication for advice regarding public notices. The Cooperators is/are requested to provide copies of notices or announcements to the Forest Service Program Manager and to The Forest Service's Office of Communications as far in advance of release as possible.

- Q. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- R. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- S. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- T. DEBARMENT AND SUSPENSION. The Cooperators shall immediately inform the Forest Service if they or any of their principals are presently excluded,



debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- U. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- V. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through August 30, 2030 at which time it will expire.
- W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

KIMBERLY D. DOW, District Manager
Bureau of Land Management

Date

DR. MORGAN KILGOUR, Regional Manager
California Department of Fish and Wildlife

Date

CHARLIE DOBSON, County Supervisor
Alpine County

Date

TOM MINDER, Sheriff
Alpine County Sheriff's Office

Date



KIMRA MCAFEE, Executive Director Alpine Watershed Group	Date
--	------

ED JAMES, General Manager Carson Water Subconservancy District	Date
---	------

BRYAN TALMAGE, Senior Water Resource Control Engineer Lahontan Water Board	Date
---	------

MATHEW GILTNER, Executive Director Nevada Offroad Association	Date
--	------

KEN INGRAM, Outreach Coordinator Pine Nut Mountains Trail Association	Date
--	------

BILLYHAWK ENOS, Tribal Historic Preservation Officer Washoe Tribe of Nevada and California	Date
---	------

CALE PETE, Environmental Director Washoe Environmental Protection Department	Date
---	------

JON STANSFIELD, Forest Supervisor Forest Service, Humboldt-Toiyabe National Forest	Date
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RITA ARENAS Forest Service Grants Management Specialist	Date
--	------



Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

AGENDA ITEM #%

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Reed Cozens

DATE: February 18, 2026

SUBJECT: Agenda Item # 14 – For Discussion Only: Update on the 2026 and Runoff Projections

DISCUSSION: Staff will give an update on the 2026 water year and runoff projections.

STAFF RECOMMENDATION: Receive and file.

STAFF REPORTS

CORRESPONDENCE

Mercury from historic gold mining still affects Carson River watershed and waterfowl

University researchers link high river flows, floods to renewed mercury exposure in resident wood ducks

[Research & Innovation](#) | February 04, 2026

[Emma Lande](#)

Researchers from the University's College of Agriculture, Biotechnology & Natural Resources analyzed feathers collected from wood ducks over a 16-year period, using the resident wood duck species to monitor how mercury moves through the Carson River food web. Photo by Chris Nicolai.



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Long assumed by some to have been diluted and washed away over time, mercury contamination from 19th-century gold mining is still moving through Nevada's Carson River, with levels in some waterfowl reaching up to 60 times federal safety thresholds for human consumption, according to a new study.

The toxic metal remains locked into riverbanks and sediments, where flood years remobilize and reintroduce it into the aquatic food web, researchers from the University of Nevada, Reno's [College of Agriculture, Biotechnology & Natural Resources](#) found.

The study analyzed more than 15 years of feather samples from resident wood ducks, a nonmigratory species that lives in the Carson River watershed year-round and is commonly hunted for food. The analysis revealed up to 66 micrograms per gram of methylmercury, a highly toxic form of mercury produced by bacteria, far exceeding the Food and Drug Administration's safety level of 1 microgram per gram and the U.S. Environmental Protection Agency's limit of 0.3 micrograms per gram for human consumption.

"This mercury didn't disappear — it's still there, and high water actually makes the problem worse," said Perry Williams, the study's principal investigator and associate professor in the College's [Department of Natural Resources & Environmental Science](#). "Nevada has no waterfowl consumption advisories despite these elevated levels, raising serious human health concerns."



The Carson River flows through western Nevada near historic Comstock mining areas, where mercury from 19th-century gold and silver processing remains embedded in river sediments and continues to cycle through the ecosystem. Photo by Victoria Ditkovsky/Adobe Stock.

Other researchers on the project include Mae Gustin, Morgan Byrne and Chris Nicolai. Gustin is co-principal investigator on the project and professor of environmental

geochemistry, who has studied the effects of mercury pollution on ecosystems for three decades. Gustin and Williams also conduct research as part of the University's [Experiment Station](#). Byrne is an alum who collected and analyzed environmental mercury samples as part of her master's thesis and is now a wildlife biologist for a consulting firm. Nicolai is a waterfowl biologist formerly with Delta Waterfowl and the U.S. Fish & Wildlife Service. He led the long-term monitoring of wood ducks along the river and provided thousands of feather samples collected over 16 years from both adults and ducklings.

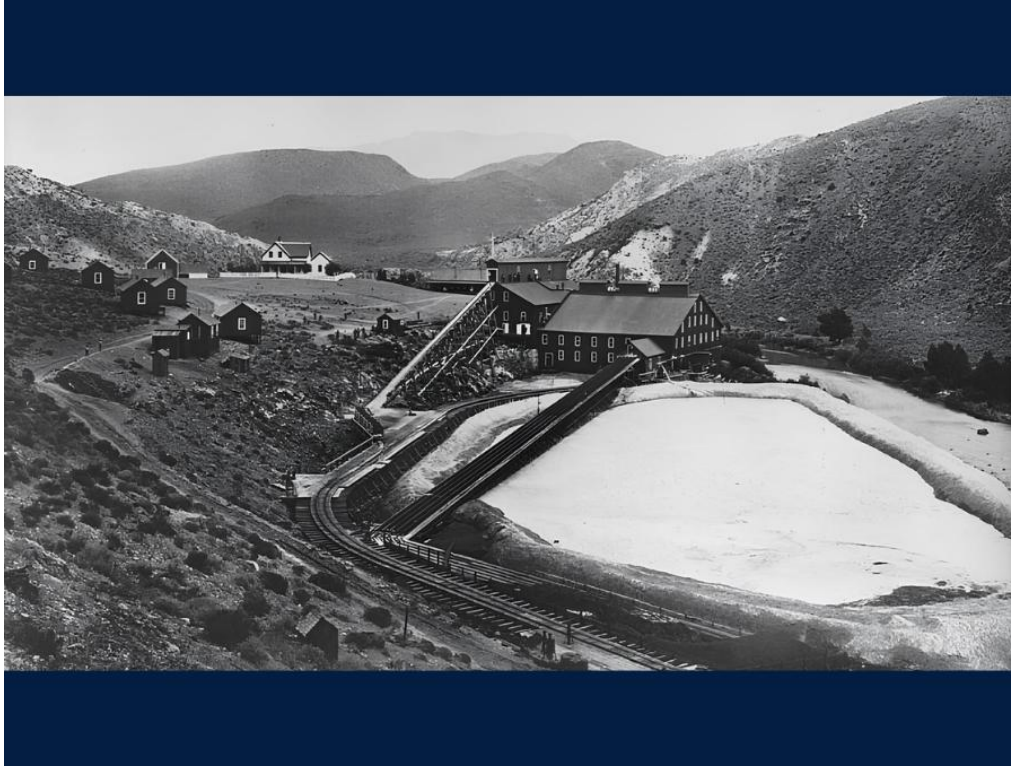
The study was supported by the Nevada Department of Wildlife, the Nevada Waterfowl Association and a U.S. Department of Agriculture Hatch grant, with additional support from the U.S. Fish & Wildlife Service, Delta Waterfowl, Ducks Unlimited and Four Flyway Outfitters.

Published in the journal [Science of The Total Environment](#), the study traced how mercury stored in Carson River sediment is reactivated during high-flow events, enters the aquatic food web, and accumulates in resident wood ducks and potentially in people who eat them.

Mercury stored in riverbanks is remobilized during high flows

Contrary to the assumption that time erases pollution, mercury does not break down over time. Instead, the study found that in the Carson River, it remains bound in riverbanks and sediment, where it can be released during high-flow and flood events. These conditions mobilize both total mercury and methylmercury, a more toxic form that can cross the blood-brain and placental barriers and is linked to neurological damage.

"Floods don't just move water. They wake up the mercury that's been sitting in these riverbanks," Gustin said. "The wet-dry cycles create low-oxygen conditions that supercharge microbes and push them to convert mercury into this toxic methylmercury."



Historic

Comstock-era stamp mills used mercury to process gold and silver ore, releasing large amounts of toxic metal into the Carson River watershed. These mill sites, such as the Eureka Mill on the Carson River in Dayton, Nevada, are the source of mercury contamination still detected in the river today. Photo by Carleton Watkins/Nevada Department of Environmental Protection.

Aquatic foods are the primary source of mercury exposure for wood ducks

To pinpoint how wood ducks are exposed, the researchers compared mercury levels in aquatic foods, including duckweed and invertebrates such as worms, insects and snails, with land-based corn and Russian olives. Aquatic sources showed far higher mercury levels, with invertebrates, a preferred food during breeding and brood-rearing, containing three times the Food & Drug Administration's safety limit for seafood.

"These findings help identify when wood ducks face the greatest mercury exposure, particularly during early life stages, that may influence long-term health," Byrne said.

Ducklings carry higher mercury levels than adult birds

The study also found mercury levels roughly three times higher in young wood ducks than in their mothers, driven by both inherited and post-hatch exposure.

"Exposure begins before they hatch," Williams said. "Mercury stored in adult females is transferred into developing eggs, giving ducklings an initial mercury burden at birth."

After hatching, ducklings feed heavily on aquatic invertebrates, which we found contain up to three times more mercury than federal safety limits.”

Building on earlier research, scientists have documented some of the highest streambank mercury concentrations ever measured in a natural ecosystem in the lower Carson River. Designated a Superfund site by the U.S. Environmental Protection Agency in 1990, the 330-square-mile region spans more than 130 miles of river across five Nevada counties and remains on the National Priorities List for long-term cleanup and monitoring.

Why wood ducks?

The research team selected wood ducks because they remain in the Carson River watershed year-round, making them reliable indicators of local mercury exposure rather than contamination picked up during migration.

Environmental samples, including duckweed, invertebrates and river sediments, were collected and analyzed for total mercury and methylmercury using a specialized mercury analyzer. Advanced statistical models then linked mercury in feathers to levels in edible breast tissue, accounting for natural variation and measurement uncertainty.

“Though not a perfect proxy for breast muscle, feathers were easier to collect and ethically sustainable,” said Gustin, the study’s lead mercury analyst.

A “wicked” ecological management problem

The researchers describe mercury management in the Carson River as a classic “wicked problem.” High-flow years mobilize mercury, but they also support agriculture and are linked to stronger waterfowl reproduction. Reducing flows could limit mercury exposure, but at significant economic and ecological costs.

“In the near term, consumption advisories for waterfowl are one of the most realistic tools available,” Williams said. “They don’t solve the contamination, but they do give people the information they need to make informed choices.”

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