

Project Profile

Gold Ranch Fire Rehabilitation and Restoration Project

OVERVIEW

Site Location Description The August, 2024 Gold Ranch Fire consumed roughly 650 acres of forest and shrub lands. The burned area includes steep slopes (16 to 30 degree slopes) adjacent to the Truckee River upstream of the drinking water diversions for the Truckee Meadows area. These diversions are managed by the Truckee Meadows Water Authority (TMWA) and are the Highland Canal Diversion Dam, Orr Ditch Pump Station, and Glendale intakes.

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PART A: GENERAL DESCRIPTION

HUC-12: Bull Ranch-Truckee River #160501020504
Groundwater Basin: Truckee Canyon Segment #091

Source Water Protection Area The fire perimeter lies within two Critical Source Water Protection Areas: TRUCKEE RIVER and GOLD RANCH CASINO 2 (see the attached Bull Ranch Creek & Dog Creek – Truckee River Watershed Profile and [SWPAs and Critical SWPAs Webtool](#)).

Problem Statement and Causes of Pollution ^(a, c) As described in the attached Bull Ranch Creek & Dog Creek – Truckee River Watershed Profile, high-severity wildfires alter the overall ecosystem structure through removal of vegetation leaving limited ground cover. Severe fires also create a waxy, water-repellant layer over the soil which increases water and soil runoff (NDF, 2011)

Runoff from the fire damaged area enters the Truckee River upstream of TMWA’s drinking water diversions which are: Highland Canal Diversion Dam, Orr Ditch Pump Station, and Glendale intakes. The Truckee River provides 80-85% of the drinking water to 425,000 people in TMWA’s service area.

Short- and long-term water quality impacts are expected from increased runoff and erosion. Increased sediment transport to the river will include carbon from the fire and nutrients such as phosphorus. The river water may be turbid following rain and wind events. Fire rehabilitation is critical in this area to protect Truckee River water quality in this post-emergency situation.

Project Summary	The Project is to implement on-the-ground best management practices to stabilize and restore Gold Ranch Fire burn area. Implementation treatments include slope stabilization such as log barrier placement, seeding and mulch application.
Reference Plan Implementation or Priority	The following Plans refer to the rehabilitation and restoration of burn areas in the watersheds: • 2020 Integrated Source Water and 319(h) Watershed Protection Plan for Public Water Systems and the Truckee River in the Truckee Meadows, Watershed Profile for Bull Ranch Creek & Dog Creek – Truckee River. • Truckee Meadows Water Authority 2020-2040 Water Resource Plan, 2020; Chapter 6 Watershed Restoration and Protection initiatives • Western Regional Water Commission Comprehensive Regional Water Management Plan, 2021- 2040 Update. • Nevada Division of Forestry, Community Wildfire Protection Plans, Wildfire Risk Assessments, and Grant funding opportunities. • Gold Ranch Fire is within the Sierra Front, Nevada Shared Stewardship Priority Landscape, 4/10/2024.

PART B: PROJECT DETAILS

Project Goals and Tasks	Goal: Reduce water quality impacts to the Truckee River, caused by the Gold Ranch Fire. Task: Implement the recommended treatments in prioritized areas for desired outcomes in the burn area. Since the fire was contained in August, 2024, specialists have strategized on the implementation measures for watershed stabilization. These measures are based on the resources available, property ownership, stakeholder participation, and desired outcomes. In November and early December our partners will be conducting work using federal and local funds. This work includes NDF hand crews felling trees, cutting rounds, chipping (where access for equipment is available), hand broadcasting seed to steep slopes along west side of river (can be done before or after felling trees). NDF helicopters will aerially broadcast seed to the riparian corridor.
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Following implementation of these actions by our partners, the following tasks will be completed using 319 funds and our in-kind services from our partners using non-federal funds.

Pollutant Load Reductions Anticipated ^(b)

The Truckee River is a clear flowing river with high water quality. The water body impairment of concern is not caused by a pollutant but rather a change in the physical condition of the watershed due to the fire. The removal of vegetation makes the soil vulnerable to erosion and transport to the Truckee River. Also, the addition of ash charcoal to the watershed and transport to the Truckee River is a high concern for the drinking water treatment plants along the river. It is anticipated that implementation of the project will prevent or limit the amount of sediment and associated nutrients and charcoal from leaving the burn area and entering the Truckee River.

Project Lead (f) and Partners

- Truckee Meadows Water Authority
- One Truckee River
- Western Regional Water Commission
- Truckee Meadows Fire Protection
- NDEP, Integrated Source Water Protection Program
- Natural Resource Conservation Service, Minden Field Office
- Carson Truckee Water Conservancy District
- Union Pacific Railroad
- Nevada Department of Transportation
- Nevada Division of Forestry
- Private Property Owners
- Siera Front interagency Shared Stewardship planning group
- Washoe/Storey Conservation District
- UNR Cooperative Extension
- Irrigation Ditch Companies

Monitoring and Evaluation with Criteria to Measure Goal Progress ^(h)

Criteria to measure progress will include the numbers of acres treated and the condition of the treated areas. Project success will be documented through visual inspection of the treated areas. The areas treated should appear to be relatively stable and be free from excessive rilling, gullies, debris flows, and the like. The treated areas will be reviewed as weather and ground conditions permit. Additional stabilization measures will be implemented as needs are identified by the assessment team and as funding allows.

Information and Education ^(e)

Communication between the appropriate partners will be critical to the project's success.

- Engage partners regarding site specific knowledge about the project area and fire rehabilitation in general.

Technical and Financial Assistance Needed ^(d)

\$75,000 is requested from the NDEP 319 program to match the non-federal funding already procured to implement the physical watershed stabilization and restoration BMPs.

EPA Element	Description
a	Estimate the significant point and nonpoint sources, in addition to the natural background levels that make up the pollutant loads causing the problems in the watershed
b	Estimate load reductions expected from action
c	The nonpoint source management measures needed to achieve load reductions in the critical areas
d	Estimate the technical and financial assistance needed, with costs, match
e	Information and education component
f	Schedule implementing the measures
g	Interim measurable milestones for determining if the actions are being implemented
h	Criteria to determine if load reductions are being achieved
i	Monitoring to evaluate the effectiveness of the implementation efforts over time

References

2020 Integrated Source Water and 319(h) Watershed Protection Plan for Public Water Systems and the Truckee River in the Truckee Meadows, Watershed Profile for Bull Ranch Creek & Dog Creek – Truckee River, <https://www.washoecountycleanwater.org/>, September 2024

Fire Safe Council, Nevada Community Wildfire Risk/Hazard Assessment Project, Washoe County, [Title Page / County Map - Washoe County Fire Plan - Nevada Community Wildfire Risk / Hazard Assessment - RCI \(rci-nv.com\), June 2005](#)

Truckee Meadows Water Authority, 2020-2040 Water Resources Plan, Chapter 6 Watershed Restoration and Protection initiatives , [2020-2040 Water Resource Plan - Truckee Meadows Water Authority \(tmwa.com\)](#), 2020

Western Regional Water Commission, 2021-2040 Regional Water Management Plan, <https://www.wrwc.us/rwmp/>, 2021

ONE TRUCKEE RIVER GOLD RANCH FIRE RESTORATION PROPOSAL

4.6.2 Elements of an Alternative Plan

EPA regions will review and approve all alternative plans, with some exceptions (see [Chapter 4.7](#)), to ensure the following planning elements are adequately addressed:

- Describe watershed project goal(s) and explain how the proposed project(s) will achieve water quality goals.
- Identify the causes or sources of NPS impairments, water quality problems, or threats to healthy waters, including critical source areas addressed by the alternative plan.
- Propose management measures and BMPs (including a description of operation and maintenance requirements) and explain how these measures will effectively address the NPS impairment identified above.
- Establish a schedule with milestones to guide project implementation.
- Include a water quality results monitoring component describing the processes and measures (e.g., water quality parameters, stream flow metrics, biological indicators) that will help gauge project success.

The Gold Ranch Fire Restoration Proposal outlines each of the above elements. I believe it does meet the elements for an alternative plan and have summarized below:

Watershed Project Goals: The goal of this watershed project is to mitigate the water quality impacts on the Truckee River resulting from the 2024 Gold Ranch Fire. The fire impacted an area stretching over one mile along both banks of the river, which includes a riparian corridor with steep slopes (16 to 30 degrees), the river floodplain, and upland habitats with drainage patterns leading directly to the river.

The project aims to stabilize and restore the burned area by implementing best management practices (BMPs). These practices will focus on reducing sedimentation, nutrients, and ash from entering the Truckee River, which could degrade water quality. The primary treatments include:

1. **Slope Stabilization:** Using techniques such as log placement to stabilize the steep slopes.
2. **Seeding and Mulching:** To promote vegetation regrowth, which will further stabilize the soil and prevent erosion.

Through these treatments, the project intends to prevent or significantly limit the amount of sediment and other pollutants from entering the river, ultimately protecting the river's water quality and the surrounding ecosystem.

Identify the cases or sources of NPS impairments, water quality problems, or threats to healthy waters, including critical source areas addressed by the Alt Plan:

The August 2024 Gold Ranch Fire has caused significant changes to the Truckee River watershed, threatening water quality. The fire destroyed vegetation, leaving soil vulnerable to erosion, which could lead to sediment and ash runoff into the river. This is particularly concerning for the two drinking water treatment plants along the river, as the increased turbidity and nutrients like phosphorus could impact water quality. Additionally, the fire's severity may create a water-repellant soil layer, further exacerbating runoff.

The loss of native vegetation also increases the risk of invasive species, such as cheatgrass, which could destabilize the soil and worsen erosion. Rehabilitation efforts to restore native vegetation and manage invasive species are critical to prevent further degradation and protect the river's water quality for the approximately 450,000 people who rely on it for drinking water.

Propose management measures and BMPs (including a description of operation and maintenance requirements) and explain how these measures will effectively address the NPS impairment identified above:

In-kind match activities are outlined. The 319 funds will be used to control sediment runoff and restore areas along the Truckee River affected by fire, key steps include:

1. **Sediment Control Materials:** Install barriers like silt fences and geotextile fabric along drainages, ditches, and steep slopes, especially on the west side of the river, to prevent sediment from moving into the water.
2. **Mulching:** Apply mulch to areas in Priority Zones 1 and 2 that have been seeded to improve soil stability and seed germination. Hydro-mulch is recommended for steep areas, with an application rate of 2,000 to 3,500 pounds per acre, depending on slope steepness.
3. **Sediment Load Reduction:** Use the Revised Universal Soil Loss Equation (RUSLE) to estimate sediment reduction following restoration efforts, such as erosion control and vegetation re-establishment.

Establish a schedule with milestones to guide project implementation.

The restoration project following the Gold Ranch Fire involves several key activities to be completed by the end of the year, weather permitting.

- November - Early December: Federal funds will support Nevada Division of Forestry crews to fell trees, cut rounds, chip wood, and hand-seed steep slopes along the river's west side. NDF helicopters will also aerially seed the riparian corridor.
- Mid-December: Erosion control specialists will apply hydro-mulch to 8 acres of the steepest slopes (Priority Zone 1).
- Late-December: Hydro-mulching will be applied to 10 acres along the river corridor and additional slopes (Priority Zone 2), using a combination of 319 funds and in-kind services.

Include a water quality results monitoring component describing the processes and measures (e.g., water quality parameters, stream flow metrics, biological indicators) that will help gauge project success.

The success of the project will be assessed through visual inspections of treated areas, ensuring they remain stable and free from significant erosion or damage. If needed, additional stabilization will be carried out based on available funding. Due to limited funds, not all of the burn area can be treated, and untreated areas may contribute to runoff and sediment that could affect the treated zones

Include water quality results:

One Truckee River NPO typically engages in activities related to river health, conservation, and education. However, in this case, they will not be directly monitoring water quality. Truckee Meadows Water Authority (TMWA), a public utility responsible for water management in the region, already monitors and treats the water from the Truckee River at this site, making additional water quality testing by One Truckee River unnecessary.

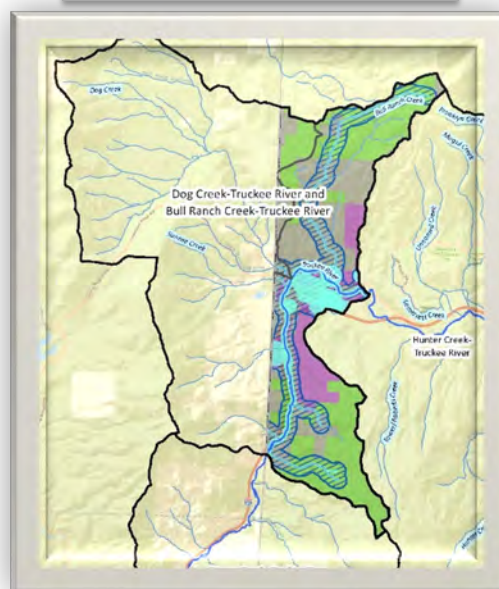
Appendix F

Bull Ranch Creek & Dog Creek-Truckee River HUC-12 Watershed Profile

Bull Ranch Creek & Dog Creek – Truckee River

HUC-12 Watershed #160501020504 & #160501020503 Profiles

[Click here for complete
HUC-12 Watershed Map](#)



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Introduction

The Bull Ranch Creek-Truckee River and Dog Creek HUC-12 Watersheds profile is a component of the 2020 Integrated Source Water and 319(h) Watershed Protection Plan for Public Water Systems and the Truckee River in the Truckee Meadows (Plan), as well as the Watershed Management and Protection Plan for Tributaries to the Truckee River. [This document is a part of the on-line watershed mapping tool.](#)

This watershed description is intended to be a guide and resource for organizations working within the watersheds, and an educational tool for those interested in learning more about the watershed in which they live. This Plan can be used to support funding for a multitude of water quality projects in these watersheds. Note that only non-regulated activities are eligible for the Nevada Division of Environmental Protection Source Water Protection Program or the 319 Non-Point Source Program funding.

Summary

This profile focuses on the watersheds water quality. It includes potential and existing concerns, types of land uses, watershed management strategies and projects, and the involved stakeholders and their corresponding plans with water quality components.

The mountainous Bull Ranch Creek-Truckee River and Dog Creek watersheds lie in both California and Nevada. High elevation snowmelt and runoff from Peavine Peak, the Carson Range, the Verdi Range, and Dog Valley supply water to the Truckee River. The Bull Ranch Creek-Truckee River HUC-12 Watershed includes the Truckee River segment downstream from the Nevada State line, through Verdi, to just above the Highland Canal Diversion Dam. River water is diverted at the dam to the Chalk Bluff Water Treatment Plant operated by the Truckee Meadows Water Authority (TMWA). The river provides about 80-85% of the drinking water to nearly 425,000 people in TMWA's service area. The river and tributaries in these watersheds host excellent water quality.

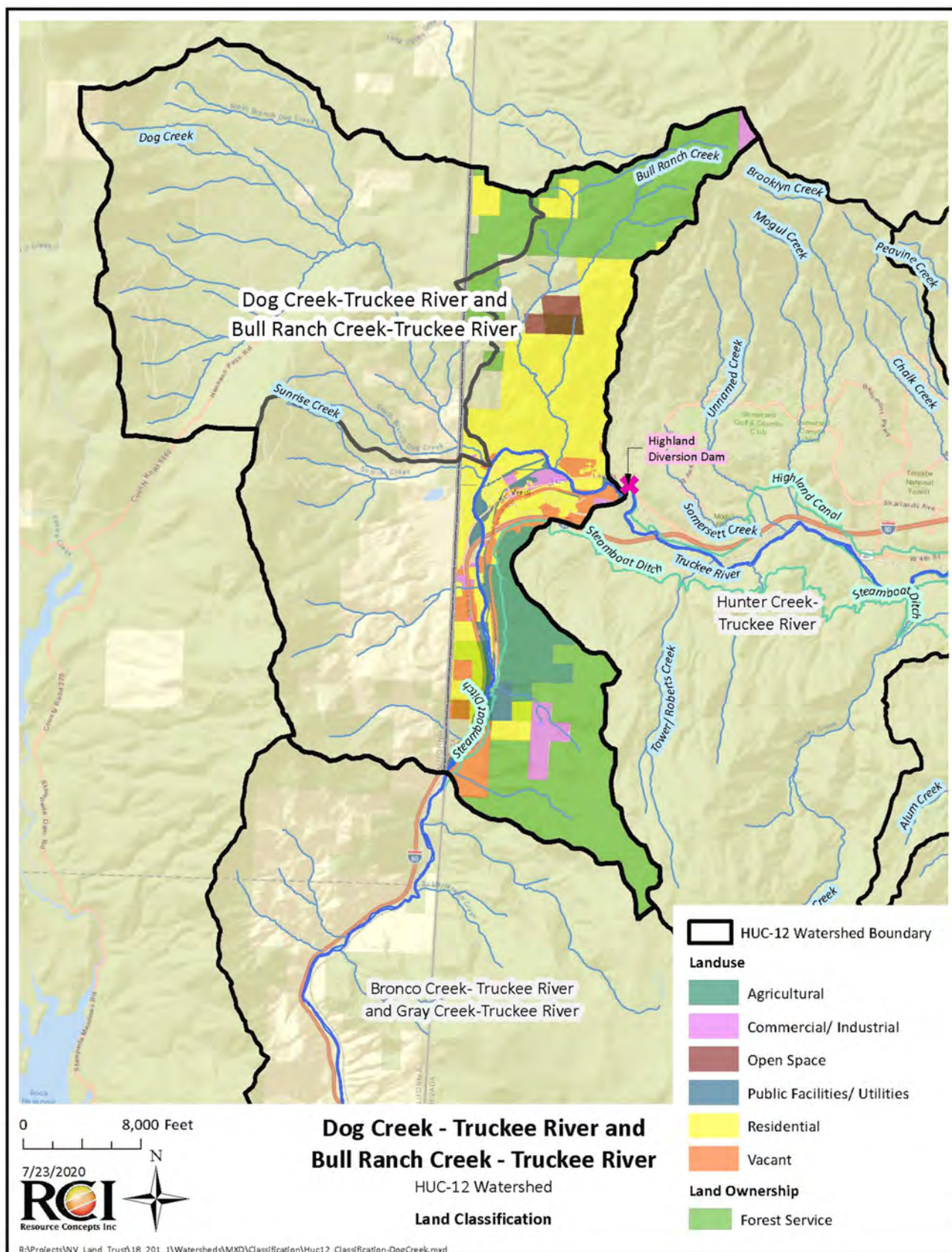
Source Water Protection Areas (SWPAs) for this watershed were developed by stakeholders to help protect drinking water sources. A narrow band of existing and new development in the Truckee River canyon, which is also a significant road and rail transportation corridor. Shallow groundwater and springs along the river corridor in Verdi supply water to ten small public water systems. Because groundwater locally and surface water regionally are both important sources of public drinking water, the Truckee River corridor and tributaries are a SWPA. The following table summarizes key water quality aspects of the watersheds.

Watersheds Summary	
Basins	- Bull Ranch Creek-Truckee River HUC-12 Watershed #160501020504. - Dog Creek HUC-12 Watershed #160501020503. - Groundwater Basin: 091 (Truckee Canyon).
Water Bodies & Water Quality	- Truckee River, not impaired, see NAC 445A.1684. - Sunrise Creek, not assessed. - Bull Ranch Creek, not impaired, see NAC 445A.1684. - Dog Creek, not impaired, see NAC 445A.1684. - Four unnamed creeks, not assessed. - Irrigation ditches: Coldron and Steamboat.
Source Water Protection Areas	- SWPAs create buffers along perennial streams throughout the watersheds. These areas represent a precautionary indicator to safeguard drinking water sources. - Critical SWPAs represent areas closer to perennial streams, the Truckee River, and public water system wells. - Ten wells and two springs in the Bull Ranch HUC-12 Watershed managed by ten different public water systems. 4,000 acres, or approximately 36% of the watersheds in Nevada are in Source Water Protection Areas. 1,900 acres, or about 17% of the watersheds in Nevada are in Critical Source Water Protection Areas.
Special Considerations & Issues	- Watersheds are in Nevada (11,100 acres) and in California (19,600 acres). - Upstream of the Highland Ditch diversion that sends Truckee River water to the Chalk Bluff Water Treatment Plant. - Potential for wildfire in the Carson and Verdi Range, resulting in turbidity in Truckee River. - Increasing urbanization in the adjacent to the river in the Truckee Canyon. - Travel corridors: I-80 and the railroad.

	Type	Acres	%
Land Jurisdiction In Nevada	City of Reno:	1,800	16%
	Washoe County Non-Federal:	4,400	40%
	USFS:	4,850	43%
Land Use In Nevada	Agricultural:	800	7%
	Commercial/Industrial:	400	3%
	Open Space:	200	2%
	Residential:	3,400	29%
	Public Facility/Utilities:	350	3%
	Vacant:	800	6%
	Federally Managed:	4,850	43%

Land uses and jurisdictions in the watersheds are summarized in the adjacent table and illustrated by the [Land Classification Figure](#). Note that the acreages are provided only for Nevada.

Within California, these watersheds are mostly public land managed by the U.S. Forest Service (USFS). Within Nevada, land use is primarily residential with on-going expansion. The railroad and Interstate 80 (I-80) parallel the Truckee River. The potential and existing water quality concerns from these activities are primarily hazardous materials from spills or leaks, pollution from urban area runoff, and sediment/turbidity from erosion.



Water Quality Standards and Beneficial Uses

Water quality standards for surface water in the state of Nevada are established by Nevada Administrative Code (NAC) [NAC 445A.11704](#) through [NAC 445A.2234](#). Standards applicable to beneficial uses are generally described under [NAC 445A.122](#). The Nevada Division of Environmental Protection (NDEP) Bureau of Water Quality Planning Nevada 2016-2018 Water Quality Integrated Report identifies the beneficial uses and the surface water quality conditions in these watersheds, as summarized below:

- The Truckee River, Bull Ranch Creek, and Dog Creek water quality supports all beneficial uses (water quality standards [NAC 445A.1684](#)).
- None of the other drainages are assessed.

Groundwater and surface water are both important sources of drinking water for public water systems in this watershed area. Known groundwater contamination concerns have included nitrate and fuel/solvents.

Potential and Existing Water Quality Concerns

The primary potential and existing water quality concerns in the watersheds are listed below and described in the following paragraphs. The information focuses on the Nevada portions of the watersheds:

- Hazardous Materials from Spills or Leaks
- Nitrate from Individual Sewage Disposal System
- Pollution from Urban Areas
- Sediment from Erosion

Hazardous Materials from Spills or Leaks

A concern in the Bull Ranch Creek – Truckee River HUC-12 Watershed is potential spills from accidents along the railroad and I-80. The railroad and I-80 parallel the Truckee River and, in several locations, spilled materials could easily and quickly enter the Truckee River upstream of the diversion to the Chalk Bluff Water Treatment Plant. To this date, no major toxic spill has occurred on the Truckee River; however, toxic spills in other waterways have reduced the supply of water for extended periods of time (WRWC, 2017).

The U.S. Department of Transportation accumulated a list of commonly transported hazardous materials within the Truckee River watershed (WRWC, 2017). These include:

- Ammonia perchlorate
- Anhydrous ammonia
- Chlorine
- Cyanide
- Hydrochloric acid
- Hydrogen sulfide
- Nitro cellulose (wet)
- Propane
- Petroleum naphtha
- Phosphoric acid
- White phosphorous
- Propargyl alcohol
- Sulfuric acid
- Sodium hydroxide

Though limited in number, there are also commercial and industrial businesses adjacent to this segment of the river. In 2019, TMWA and the Washoe County Health District worked with the Arconic facility to improve material storage and handling that would reduce the potential for an accidental release to contaminate river water above Truckee River diversions to the Chalk Bluff Water Treatment Plant. The travel time to the water intake and contaminant concentration at the intake depends primarily on the level of the river flows during and shortly after the time of the spill (Rivord et al. 2014).

Underground chemical and fuel storage tanks have had a history of leaks that can cause contamination of soil and groundwater. There are several active and closed corrective action sites associated with solvents, gasoline, and heating oil in the urban area near the river.

Pollution from Urban Area Runoff

Groundwater, surface water, and irrigation ditches may be vulnerable to polluted runoff from urban areas. Potential contaminants include:

- Nutrients from fertilizers
- Bacteria from animal waste
- Trash
- Pollution from household waste
- Runoff from roads and parking lots
- Dissolved salts from excess irrigation

Excessive fertilization in green areas such as yards, fields, golf courses or parks are potential sources of nutrients from runoff. These areas may also contribute *Escherichia coli* (*E. coli*) from animal waste such as from horses, dogs and geese. Crystal Peak Park is in Verdi and provides direct access to the Truckee River.

In the Verdi area, there is potential for new urban development along the south flank of Peavine Mountain. Excess irrigation of green areas can also create persistent “dry weather” flows, due to direct discharge to storm drains and/or seepage through shallow soil layers to existing natural drainages. Irrigation seepage through desert soils, that were not previously irrigated, can mobilize salts (TDS), which in turn can lead to perennial flows with poor water quality in drainages that were originally

ephemeral. Water quality concerns in Chalk Creek (impaired for Total Dissolved Solids, Sulfate, Selenium, and Nitrate), which is located to the east in similar underlying geologic formations, may be related to this type of seepage (JBR, 2010).

Nitrate from Individual Sewage Disposal Systems

Individual Sewage Disposal Systems, or septic systems, are associated with nitrate contamination of groundwater if there are large numbers concentrated in a small area, for example, neighborhoods with lot sizes less than one-acre, or if they are not maintained properly (WRWC, 2017). Septic systems are located throughout the Verdi area. The Bull Ranch Creek watershed has 377 parcels with septic systems and the Dog Creek watershed has 18 parcels with septic systems. Past concerns about potential nitrate contamination in groundwater and surface water warranted extension of municipal sanitary sewer service (Lawton/Verdi Interceptor) to decommission small wastewater treatment plants in the area, as well as build capacity to serve new developments in the Truckee River canyon. One small wastewater treatment facility remains in the Bull Ranch Creek watershed.

Sediment from Erosion

Sediment from erosion conveys pollution, such as phosphorous, and degrades downstream water with suspended sediment. The primary causes of erosion and sedimentation in this watershed include wildland fire, noxious weeds, and drainage and landscape modifications.

TMWA has identified increased turbidity, and sediment from watersheds upstream of the Highland Ditch diversion as potential risks to their surface water treatment systems. TMWA can allow short term flood/runoff events that elevate turbidity in the Truckee River to bypass diversion to the treatment plant. However, there is a need to prevent long term increases in turbidity that might result from catastrophic fires or landslides.

High-severity wildfires alter the overall structure of the ecosystem through the removal of vegetation leaving limited ground cover. Severe fires also create a waxy, water-repellant layer over the soil which increases water and soil runoff (NDF, 2011). In 1994, the Sunrise Creek area burned the vegetation on the hillside and the riparian area leaving it susceptible to erosion until the vegetation grew back and stabilized the soil (Jesch, 2007). In the lower reach of Sunrise Creek, close to the Truckee river, invasive and noxious weeds are found including tall whitetop (*Lepidium latifolium*), musk thistle (*Carduus nutans*), and poison hemlock (*Conium maculatum*) (CDM Smith, 2017).

There are a few locations along Sunrise Creek that show erosion and deposition near roads (CDM Smith, 2017). According to the CDM Smith reports, the entire creek appears healthy and the riparian corridors are in good condition (2017). There are adequate setbacks from the creek in the residential area it meanders through (CDM Smith, 2017). There are some areas with noxious weeds and some areas of localized erosion, but neither were excessive (CDM Smith, 2017).

Additionally, areas that are disturbed during construction projects can represent a potential risk of erosion and downstream sedimentation. Protection of stormwater runoff from contamination by construction in the Truckee Meadows is regulated under the regional stormwater management plan (Truckee Meadows MS4). There are many Best Management Practice (BMP) resources available to construction projects to help keep soil on-site and to reduce runoff.

Strategies to Protect and Improve Water Quality

The water quality concerns identified in both watersheds can be addressed through management strategies described in this section, the proposed projects detailed in the Project Profiles, as well as applicable on-going water quality projects and programs described under Stakeholders and Plans. These strategies pertain to the entirety of both watersheds but may be prioritized in SWPAs.

Source Water Protection Area Identification and Management

A SWPA is a management area surrounding a surface water or groundwater resource that supplies water for public consumption. Human activities in these buffer areas can affect the quality of water downstream or underground. These management strategies acknowledge the value of these SWPAs to help prevent future contamination of our sources of drinking water.

There are two types of buffers in these watersheds (RCI, 2020). One buffer encompasses the perennial tributaries, which represents a precautionary indicator to safeguard groundwater recharge areas. The second type of buffer surrounds critical areas closer to streams, water system wells or springs, and the Truckee River. These areas are illustrated on the [Jurisdiction and Source Water Protection Areas Figure](#). The following objectives are significant in both future and on-going SWPA management:

- Inform landowners in SWPAs about their proximity to a valuable drinking water source and how they can help protect their water quality.
- Encourage coordination between landowners and city or county planners to consider the importance of SWPAs in project reviews.

- Explore collaborative funding for water quality and watershed improvements and support the resource investigations needed to develop viable projects within SWPAs.
- Prioritize physical improvements in SWPAs to protect and improve source water quality.

Education and Outreach

The following education and outreach objectives are intended to help effectuate positive actions to protect water quality:

- Engage residents in caring for their watershed.
- Increase knowledge about excess irrigation and the potential for creating TDS and nutrient discharge to the Truckee River from the residential areas.
- Increase knowledge of water quality protection and the pollution in stormwater runoff through local outreach efforts.
- Inform landowners and developers residing in Critical SWPAs about the importance of avoiding contamination and their proximity to a valuable drinking water source.

Interagency Communication

The following interagency communication objectives are important tools to both reinvigorate and invest additional resources in water quality, as well as utilize existing resources and programs:

- Each agency may evaluate how to improve lines of communication within and between jurisdictions regarding water quality issues; i.e. Washoe County, TMWA, NDEP, U.S. Department of Agriculture (USDA) Forest Service, Reno Sparks Indian Colony, and California entities.
- Continue to increase coordination and communication between the appropriate agencies regarding spills and corrective actions along I-80 and the railroad.
- Collaborate with the Washoe/Storey Cooperative Weed Management Area to support their efforts in noxious weed management ([WSCWMA Website](#)).
- Evaluate how to collaborate with the Storm Water Committee in their public outreach and education efforts.
- Evaluate how to collaborate with stakeholders such as TMWA and the Storm Water Committee on incorporating drinking water source protection into community outreach and education strategies.

Wildfire and Fuel Management

Wildland fire is a threat to water quality and coordinated fuel management on wildlands can help reduce risks to water quality. Stakeholders and partners may consider the following objectives as they pertain to wildfire and fuel management:

- Encourage development, maintenance, and implementation of the Community Wildfire Protection Plans.
- Support and collaborate with the Nevada Cohesive Strategy effort and the Shared Stewardship Agreement, the blueprint to address Nevada's wildland fire issues.
- Support for the Nevada Network of Fire Adapted Communities and their local chapters for people in high fire threat locations to fully prepare themselves, their homes, and the landscape where they reside to survive the destructive force of wildfire.
- Encourage the development of wildland fire risk reduction and emergency recovery plans to reduce the risk of wildfire, quickly restore burned areas, and reduce the risk of catastrophic post-fire erosion and sedimentation.
- Collaborate and coordinate to treat invasive and noxious weeds pre- and post-fire to reduce risk of wildfire and watershed destabilization.

Resource Investigation and Planning

Stakeholders may consider supporting the following resource investigations and planning, which can help fill data gaps, inform implementation designs and prioritize projects:

- Research to identify non-point pollutant sources in the watersheds and options for treatment.
- Water quality improvement planning for tributaries to the Truckee River.
- Development and implementation of integrated vegetation management programs.

Water Quality Best Management Practices

Stakeholders may consider supporting the following Water Quality BMPs, that may improve and prevent degradation to water quality resources:

- Erosion reduction and sediment control measures.
- Invasive and noxious weed removal and integrated vegetation management.
- Recommendations in the tributary assessments.
- Pet waste cleanup initiatives.

- Proper abandonment of unused/orphaned wells.
- Physical improvements prioritized in SWPAs for water quality improvement and protection.
- Fertilizer and pesticide management plans for irrigated green spaces.

Proposed Implementation Projects

Proposed implementation actions are generally described under the Strategies to Protect and Improve Water Quality. Specific implementation actions have been developed into proposed projects by local stakeholders and are described in Project Profiles. These Project Profiles include the information needed, as identified in the Environmental Protection Agency (EPA) guidance for nine critical elements, for an endorsable watershed management plan. Future projects could also be brought forward to funding agencies through:

- Demonstrating advancement of the strategies identified for this watershed in the Source Water and Watershed Protection Plan.
- Using the Project Profile format to establish consistency with the nine critical elements of an EPA endorsed plan.

As discussed in the following Stakeholders and Plans section, municipality and agency projects are also incorporated by reference.

Stakeholders and Plans

Stakeholder information and existing plans were used extensively in development of the Source Water Protection and Watershed Management Plan for Washoe County. These municipalities and agencies each have unique strategies and capital improvement plans that include water quality protection or improvement projects. These are updated regularly at differing timeframes (i.e. annually, every five years, etc.) according to their specific budgeting and planning processes. The applicable planning documents are briefly described and referenced in this section. Those projects pertaining to water quality protection and improvement in the watersheds are incorporated by reference.

Nevada Project Stakeholders	
• City of Reno • USDA Forest Service • Nevada Department of Transportation • Nevada Division of Environmental Protection • Nevada Division of Forestry • One Truckee River	• Truckee Meadows Storm Water Permit Coordinating Committee • Truckee Meadows Water Authority • Truckee River Fund • Washoe County • Washoe County Health District • Western Regional Water Commission

City of Reno

The City of Reno 2017 Master Plan goals and policies provide the framework for decision-making in the community. Drinking water protection is addressed in the Master Plan's guiding principle to promote a safe and more resilient community. The City works with TMWA and other partners to ensure clean drinking water. Water quality is also addressed in the guiding principle for quality places and outdoor recreation opportunities in the sections on hydrologic resources, major drainageways and no net loss of wetlands, stream environments, playas, spring fed stands of riparian vegetation, and non-404 wetlands in the City, in terms of both acreage and value. The Design Principles for Sustainable Development also contain sections related to water quality.

The following articles from the Master Plan discuss several water-related items that are applicable to this Source Water Protection and Watershed Management Plan:

- Article I: Section 18.12.105 describes setbacks from the Truckee River.
- Article XVIII: Section 18.12.1801 to 1808 describes wetlands and stream environment protection standards established for the review of development proposals within wetlands, stream environments, and areas of significant hydrologic resources.
- Article XIX: Section 18.12.1902 to 1907 Drainage Way Protection Standards carries out the provisions of the City of Reno Major Drainageways Plan, an element of the City of Reno Master Plan, and establishes standards for the review of development proposals within major drainage ways to, among other actions, maintain, preserve, or enhance the quality of the water in both the Truckee River and Stead basins.

The city of Reno also provides comprehensive services for construction and maintenance roads, landscaping and drainage facilities, citywide planning and code compliance, and emergency response services for fire and hazardous materials. All these roles contribute to preserving and improving water quality in the watersheds.

Additionally, the city of Reno is divided into five Neighborhood Advisory Board Wards. Each Ward has one representative on the Reno City Council that is specifically focused on the needs of their part of the City. These Wards provide opportunities for

citizens to engage in important community issues and is the most efficient way for citizens to communicate their concerns and ask questions prior to any large decisions or projects. As such, these Wards and their input are essential in the implementation and success of projects and plans within the community. Source water and watershed protection for these watersheds falls within Ward 5.

USDA Forest Service

The Humboldt-Toiyabe National Forest within the watersheds is managed by the Carson Ranger District. Natural resource projects, including projects undergoing NEPA documentation, are listed on the Forest Service website. The Humboldt National Forest and Toiyabe National Forest Biannual 2018 Monitoring Report describes the conditions of the watersheds and present monitoring information.

Additionally, the Forest Service has created Land and Resource Management Plans (LRMP) to guide management decisions within the Humboldt-Toiyabe National Forest. Water resources are outlined in the LRMP along with management actions including maintenance, monitoring and enhancement of water quality:

- Humboldt National Forest Land and Resource Management Plan:
Section IV.C.5 is “Soil and Water within the Forest-Wide Standards and Guidelines”. This outlines the goals for the soil and resources on Forest Service managed land.
Section V.A is the “Implementation Direction of the Forest Plan”. This describes how the LRMP will be analyzed for its level of success.
- Toiyabe National Forest Land and Resource Management Plan:
Section IV is the “Forest Management Direction with Forest-wide Standards and Guidelines” for soil and water as well as riparian areas. These sections outline the goals for the forest.
Section V is the “Implementation of the Forest Plan” including the direction of the LRMP which also outlines the goals for the Forest.

Nevada Department of Transportation

The Nevada Department of Transportation (NDOT) has developed their Stormwater Management Program to reduce stormwater pollution from NDOT managed facilities and roads. The program BMPs and annual report outline the specific measures that NDOT will take to reduce stormwater pollutant discharges from its owned and operated storm drain system:

- Stormwater Management Program (2013):
 The overall goal of the NDOT Stormwater Management Program is to reduce pollution associated with stormwater from NDOT’s MS4 to the maximum extent practicable, as well as to protect surface and groundwater resources within the MS4 permit area. The Stormwater Management Program addresses stormwater pollution control as it relates to the planning, design, construction, and maintenance of NDOT’s highway infrastructure statewide.
- Stormwater Management Program: Annual Report (2017):
 These watersheds are impacted or has the potential to be impacted by I-80 and the railroad. The Stormwater Management Program provides a helpful planning outline on handling and mitigating pollution from the roads.

Nevada Division of Environmental Protection

NDEP has a goal to preserve and enhance the environment of the State in order to protect public health, sustain healthy ecosystems, and contribute to a vibrant economy. These HUC-12 Watersheds have several challenges facing source water protection, so the NDEP is an essential stakeholder and planning partner. Specifically, there are two programs under the NDEP that were involved in the Source Water Protection and Watershed Management Plan in Washoe County. Both programs provide education and outreach and offer funding opportunities for water quality protection and improvement:

- Integrated Source Water Protection Program under the Safe Drinking Water Bureau:
 This program offers technical assistance for source water protection projects. The program coordinates source water protection activities at the local, state, and federal levels, and encourages community-based protection and preventive management strategies to ensure all public drinking water resources are kept safe from future contamination.
 The 2010 Nevada Integrated Source Water Protection Program guidance document details the program components as well as the requirements for a State-endorsed Community Source Water Protection Plan.
- 319 Nonpoint Source Pollution Management Program under the Bureau of Water Quality Planning:
 This Program can provide matched grant funding for projects that improve water quality.

The 2015-2019 State of Nevada Nonpoint Source Management Plan establishes how NDEP will work with partners to address NPS pollution. The Plan formalizes Nevada's approach for protecting and improving water quality and describes the goals, short- and long-term objectives, milestones and timeframes to guide activities, and measures for tracking success.

Nevada Division of Forestry

The Nevada Division of Forestry (NDF) is a State agency that uses a collaborative process to deliver science based natural resource management and protection to promote resilient landscapes, fire adapted communities, and safe, effective wildfire response provided by employees that embrace the core values of duty, respect, and integrity.

NDF provides professional natural resource and wildland fire management services to Nevada citizens and visitors to enhance, conserve and protect forest, rangeland and watershed values, endangered plants and other native flora. [Protection of these resources helps to preserve and improve water quality:](#)

- Community Wildfire Protection Plans:

Community Wildfire Protection Plans (CWPPs) are authorized and defined in Title I of the Healthy Forests Restoration Act of 2003 (HFRA). CWPPs represent the best opportunity that communities have to address the challenges of the Wildland-Urban Interface. A CWPP helps communities define their priorities for the protection of life, property, and shared assets-at-risk from wildfires. Developing a CWPP encourages community members and leaders to have valuable discussions about wildfire preparedness, evacuation planning, and local fire district capabilities. The CWPP increases grant funding opportunities by prioritizing fuel reduction projects around and within the community.

- Nevada Wildland Fire Cohesive Strategy:

The Nevada Fire Board Oversight Body is the custodian of the 2015 Nevada Wildland Fire Cohesive Strategy Summit's Action Plan to ensure goal achievement and identify emerging topics. This oversight body acts as an "advisory" body and is charged with taking the Nevada Cohesive Strategy Summit report and its Action Steps, ensuring that goal achievement is accomplished and monitoring emerging topics through the Nevada Fire Board. This body monitors progress, develops issue resolution, and addresses emerging issues such as protecting water quality.

One Truckee River

According to the One Truckee River website, "One Truckee River is a collaboration of public and private partners working together to realize a Truckee River that flows clean and clear, quenches our thirst, sustains the river's natural ecology, cultural resources and wildlife, and connects residents and visitors to unparalleled opportunities for recreation and regeneration":

- The One Truckee River Management Plan (2017) addresses actions to accomplish four primary goals, including protection of water quality and ecosystem health.

The following stakeholders were instrumental in compiling the plan and in implementing the plan action items:

- | | |
|---|---|
| • Truckee River Flood Management Authority | • Truckee Meadows Regional Planning Agency |
| • Pyramid Lake Paiute Tribe | • Keep Truckee Meadows Beautiful AmeriCorps |
| • Truckee Meadows Water Authority | • Keep Truckee Meadows Beautiful |
| • Resource Concepts, Inc. | • Washoe County Health District |
| • Nevada Division of Environmental Protection | • City of Reno Public Works |
| • Renown | |

Truckee Meadows Regional Planning Agency

The Truckee Meadows Regional Planning Agency (TMRPA) fosters coordination among Reno, Sparks and Washoe County. TMRPA facilitates land-use, infrastructure provision and resource management conversations among public and private decision makers. The agency also serves as a collaborative information and data warehouse, coordinating regional data collection and delivering advanced geospatial analytics for regional solutions. TMRPA includes a Regional Planning Governing Board and a Regional Planning Commission.

The TMRPA Regional Plan (2012 as amended) provides goals and policies for multiple plans and programs, including those with watershed related and well head protection components. The plan was revised in 2019-2020 and is considered a living document that will evolve over time.

Truckee Meadows Storm Water Permit Coordinating Committee

The Truckee Meadows Storm Water Permit Coordinating Committee (Storm Water Committee) is responsible for implementing the Truckee Meadows Storm Water Management Program to protect the water quality of the region's waterways, streams and the Truckee River. The Storm Water Committee continues to guide the development of numerous plans and assessments relevant to source water and watershed protection as summarized below.

Ordinance and Guidance Changes for Construction and Post-Construction Programs

The Storm Water Committee updated and joined the Structural Controls Design Manual and the Low Impact Development Manual, as well as updated the Truckee Meadows Construction Site BMP Handbook. These documents are referenced in the code for the city of Reno, city of Sparks, and Washoe County.

Watershed Assessments

Watershed assessment reports prepared for the Storm Water Committee were completed by Jesch et al. from 2002-2011 that include the Evans Creek and North Truckee Drain. These reports provide general watershed descriptions and can be used to track historical changes in creek condition and water quality over time. The reports do not include water quality data.

Hillside Design completed a comprehensive Watershed Assessment for Tributaries to the Truckee River in 2012 for these tributaries in this watershed: Evans Creek and North Truckee Drain.

The assessment included:

- Stream reach descriptions with numerous photo points,
- Proper Functioning Condition rating,
- List of restoration and management efforts needed to improve stream conditions, and
- Water chemistry for temperature, pH, specific conductivity, dissolved oxygen, turbidity, and flow.

CDM Smith was contracted in 2015 through 2017 to conduct watershed assessments. The following table lists the report year and the respective drainages and reaches that were assessed in this watershed:

Stream Reaches Addressed in Watershed Assessment Reports in the Bull Ranch Creek-Truckee River and Dog Creek Watersheds by Report Year			
Stream Name	Lower Reach	Middle Reach	Upper Reach
	2017	2017	2017
Sunrise	X		
Dog	X		

Watershed Management and Protection Plan for Tributaries to the Truckee River

The Watershed Management and Protection Plan for Tributaries to the Truckee River (NCE, 2020) is an update to the 2003 Watershed Management and Protection Plan for Tributaries to the Truckee River, which has been implemented for more than 15 years by the regional MS4 through the Storm Water Committee. The 2003 plan described an approach for on-going watershed assessment studies and monitoring to protect and improve the water quality in the stream corridors and drainages tributary to the Truckee River. The 2020 Plan update provides a process and framework for identifying, developing, and implementing projects originated through the Storm Water Committee that are consistent with the guidelines for an EPA approved Watershed Management Plan. The 2020 plan by NCE and the 2020 Integrated Source Water and 319(h) Watershed Protection Plan for Public Water Systems and the Truckee River in the Truckee Meadows, are mutually complementary and work together to address the broad scope of potential strategies to improve drinking water and surface water quality in Washoe County.

Truckee Meadows Watershed Protection Manual

This manual contains a Summary of the Watershed Protection Activities and Programs Developed in Conjunction with the Watershed Management Facilitator Scope of Work (Kennedy/Jenks, 2005). This document provides a reference and compendium of the various watershed protection activities and programs that were developed in 2004 and 2005 for Reno, Sparks and Washoe County.

Truckee Meadows Water Authority

TMWA is responsible for almost all municipal water delivery in the greater Reno-Sparks area. TMWA also owns and operates the municipal wells in this watershed. The following program and plans guide the management of these water resources:

- TMWA Water Resources Plan (2016-2035):
This plan describes water quality issues and goals for the water resources managed by TMWA. Special focus is placed on changes in future water supply and demand and how those changes will impact the region's water resources. This plan provides useful Truckee River watershed information.

- Source Water Quality Assurance Program (2016-2035):

TMWA's objective is to deliver high-quality potable water to its customers in a cost-effective manner. To achieve this objective, TMWA has established a water quality assurance program. The components that make up the program are source water quality protection, potable water treatment, maintenance of distribution system water quality, and cross connection control.

- Wellhead Protection Plan (2016):

The purpose of the Wellhead Protection Plan is to protect groundwater that serves as a source for public drinking water supplies. This plan is intended to be a tool used by TMWA to assist in protecting drinking water sources.

Truckee River Fund

TMWA established the Truckee River Fund in 2004 ([Truckee River Fund](#)). The purpose of the Fund is to “protect and enhance water quality or water resources of the Truckee River, or its watershed.” The Fund provides a way to respond to the requests from outside groups and organizations that are involved in promoting and improving the health of the Truckee River System and watershed. This in turn benefits the primary water source for the community and, in the long run, benefits TMWA customers. Currently, no projects have been funded through the Truckee River Fund in these watersheds.

Washoe County

Activities in Washoe County are reviewed according to the Master Plan Planning Areas. The Truckee River watershed includes nine planning areas. The Watersheds are included in the three planning areas: northeast Truckee Meadows, southeast and southwest Truckee Meadows. The County has Citizens Advisory Boards (CABs) which provide important community perspectives on local issues to the Washoe County Board of Commissioners. These watersheds are within the West Truckee Meadows/Verdi CAB ([CAB Boundaries](#)).

The Washoe County Master Plan (2008) has Goals and Policies for Public Services and Facilities, and Open Space and Natural Resource Management. Applicable sections include:

- [Article 418](#), Significant Hydrologic Resources, which regulates development activity within and adjacent to perennial streams to ensure that these resources are protected and enhanced. (Note: this does not apply to the Truckee River)
- [Article 420](#), Storm Drainage Standards, sets forth standards for ensuring that both private and public development provides adequate protection for citizens and property. Therefore, it minimizes and controls erosion and pollution impacts on the natural environment, and additionally minimizes maintenance costs for drainage and flood control systems.
- [Article 421](#), the Storm Water Discharge Program, which protects and enhances the water quality of watercourses, water bodies, groundwater and wetlands in a manner pursuant to and consistent with the Clean Water Act.
- [Article 810](#), Special Use Permits, which provides a method of reviewing certain uses to determine if they have the potential to adversely affect public facilities in the vicinity.

Washoe County also provides comprehensive services for construction and maintenance roads, landscaping and drainage facilities; county-wide planning and code compliance; and emergency response services for fire and hazardous materials. All of these roles contribute to preserving and improving water quality in these watersheds.

Washoe County Health District

The Washoe County Health District has regulatory authority over a wide variety of programs and services in the Truckee Meadows including underground storage tanks, septic systems, all public water systems, domestic wells, water projects and community development, grading permits, solid waste management and emergency preparedness. The Health District regulations are provided in several documents as listed below:

- Regulations of the Washoe County District Board of Health Governing Sewage, Wastewater and Sanitation. These regulations provide the minimum requirements to be followed by any person developing property served by an on-site sewage disposal system. These requirements are promulgated to prevent the spread of disease, protect the water quality of this county and ensure the on-site sewage disposal systems function properly.
- Regulations of the Washoe County District Board of Health Governing Well Construction. These regulations provide minimum requirements to be followed by any person when drilling and plugging specific kinds of wells. A well construction permit is required to drill a well for consumptive use or monitoring wells. These requirements are primarily promulgated to protect the quantity and quality of the waters of this county from waste and contamination, and to provide public protection by enforcing proper construction and plugging of wells.
- Regulations of the Washoe County District Board of Health Governing Solid Waste Management. These regulations protect water quality through the regulation of municipal solid waste landfills.

Western Regional Water Commission and the Northern Nevada Water Planning Commission

The Western Regional Water Commission (WRWC) focuses on improving water resource planning at the regional level and facilitating coordinated resource management among city of Reno, city of Sparks, Washoe County, TMWA, Truckee Meadows Water Reclamation Facility, South Truckee Meadows GID and Sun Valley GID.

The Northern Nevada Water Planning Commission (NNWPC) is a technical advisory panel that reports to the WRWC. The NNWPC develops and updates a Comprehensive Regional Water Management Plan (RWMP) and makes recommendations to the WRWC for adoption. In addition, the NNWPC develops priorities and an annual budget for the Regional Water Management Fund, also for recommendations to the WRWC.

The Comprehensive Regional Water Management Plan includes several applicable objectives:

- Objective 1.2 Provide for a Sustainable Water Supply and an Acceptable Level of Service to the Community (including protecting groundwater recharge areas).
- Objective 1.3 Implement measures to protect and enhance water quality for a sustainable water supply (including source water protection).
- Objective 2.1 Promote Efficient Use of Resources (Reduction of Non-Point Source Pollution for TMWRF Pollutant Credit).
- Objective 2.2 Manage wastewater for protection and enhancement of water quality.
- Objective 3.1 Effective and integrated watershed management (protection of human health, property, water quality including storm water).

California Entities

Most of these watersheds are in the state of California. Watershed issues can also be coordinated with the appropriate agency or organization.

California Project Stakeholders	
• Sierra County • Truckee River Watershed Council	• Caltrans

Sierra County

Sierra County has a Small Public Water Supply program that is regulated by the California Department of Public Health, Division of Drinking Water and Environmental Management. This includes a small northern portion of Bronco Creek. [Sierra County, California Drinking Water Quality](#)

Truckee River Watershed Council

The Truckee River Watershed Council is a non-profit organization that partners with private and public agencies. Their projects involve restoration of the Truckee River watershed in California. Their focus is to improve floodplains and restore riparian habitats to improve the water supply and wildlife habitat. [Truckee River Watershed Council](#)

Caltrans

The California Department of Transportation Stormwater Management Program's (SW Program) goal is to provide water quality monitoring and best management practices under the compliance of the Statewide Storm Water Permit Discharge Requirements in order to protect groundwater and surface water from stormwater runoff.

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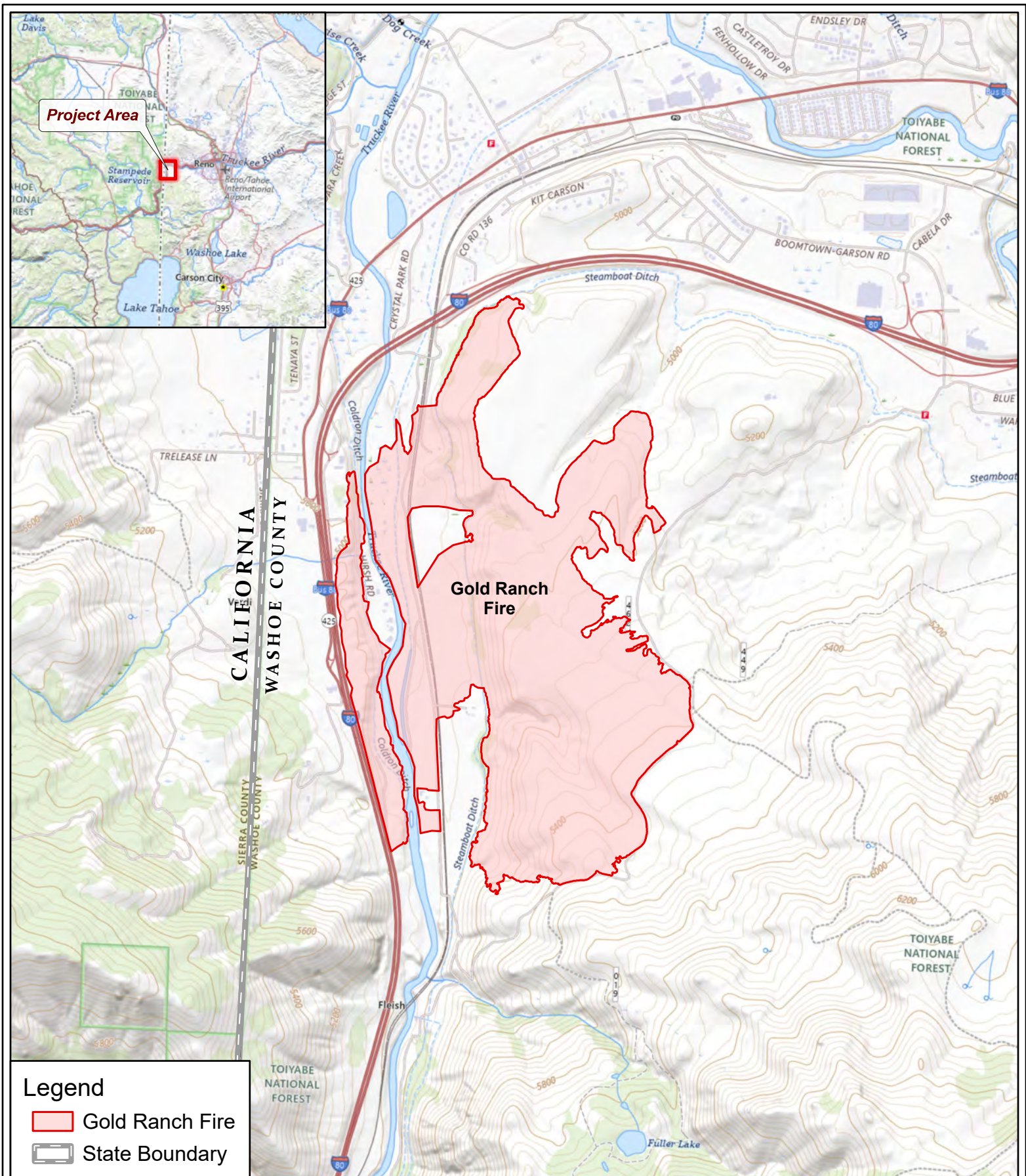
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Appendix A

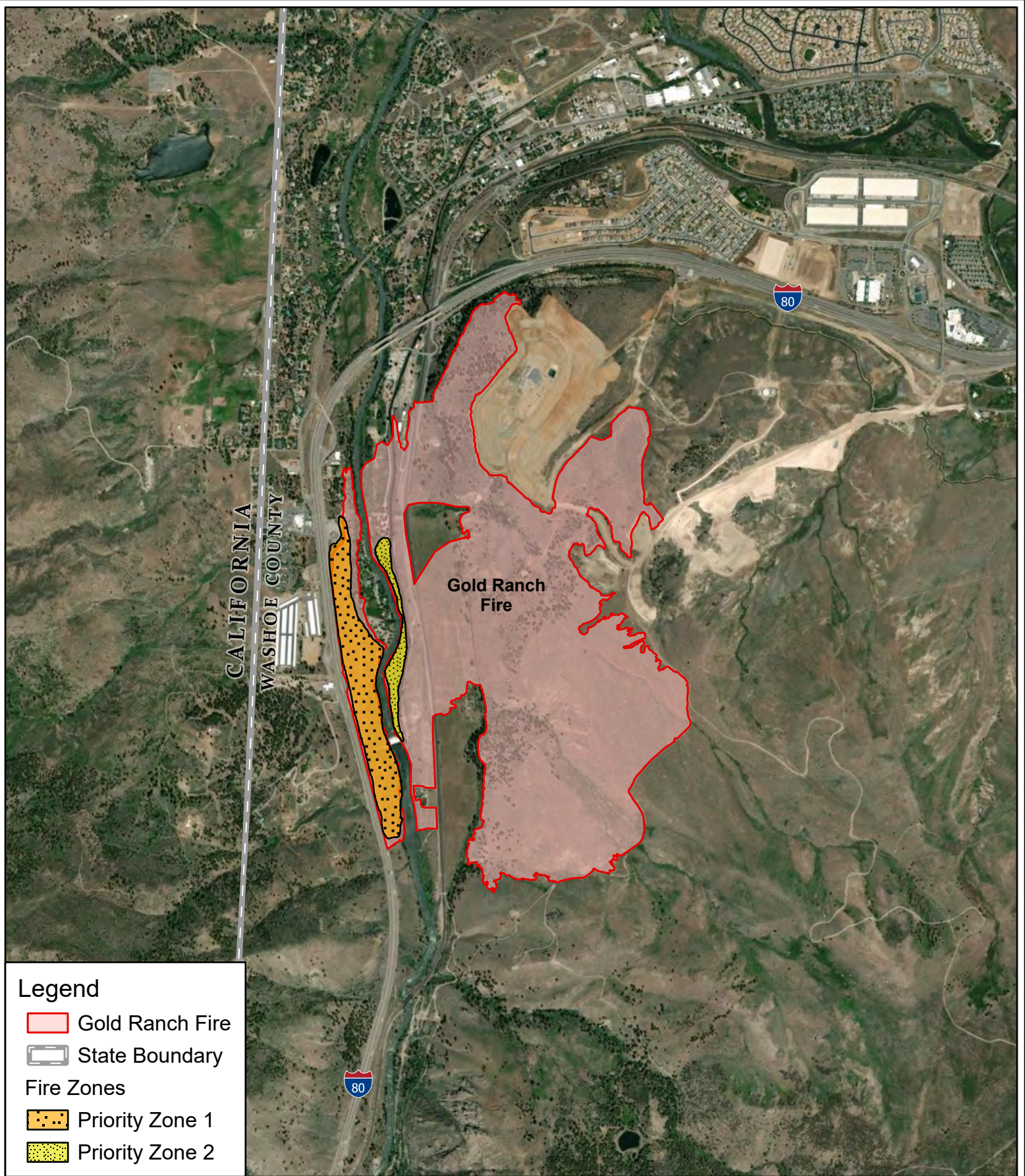
General Project Location Map



General Project Location Map
August 2024 Gold Ranch Fire
Washoe County, NV

Appendix B

Project Implementation Area Map



Legend

 Gold Ranch Fire

 State Boundary

Fire Zones

 Priority Zone 1

 Priority Zone 2

0 1,000 2,000 Feet

1 in = 2,000 Ft

N



11/27/2024

Project Implementation Area Map

August 2024 Gold Ranch Fire

Washoe County, NV

Appendix C

Project Area Photos



Photo 1: Overview of Gold Ranch Fire burn area. View looking south (upstream) along TMWA's Highland Canal Diversion; Priority Zone 1 near highway and Priority Zone 2 adjacent to TMWA Diversion. Photo was taken at the center of the burn area. Photo taken October 14, 2024.



Photo 2: View of Priority Zone 1, showing steep slopes along the west side of the Truckee River. Photo taken on east side of TMWA Diversion with the view looking west. The burn area continues south along the west side of the Truckee River (not pictured).



Photo 3: View of steep slopes within Priority Zone 1 as well as burned floodplain along the west side of the Truckee River. View looking south.



Photo 4: Overview of east side of the burn area and TMWA Highland Canal Diversion. View looking east.



Photo 5. Overview of the south end of Priority Zone 2 (area between TMWA Diversion and Truckee River). View looking northwest.

Appendix D

Signed Right-of-Entry for Private Property

Gold Ranch Fire Restoration Project

Property Contact Information

Property Ownership: CHRISTENSEN FAMILY TRUST

Washoe County Property APN#'s: # 038-242-37

Authorized Property Representative Name: John Christensen

Representative's Contact Phone #: 775-843-2266

Representative's Contact Email: C3LLC.NV@gmail.com

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY

TO

REAL PROPERTY

AND

FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project #

Christensen Family Trust

APN # 38-242-37

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this day of 20 by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the NDF desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"). Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator. 5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.

6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).

7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.

8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

****Note: Recommended rehabilitation work will occur at no cost to private property owners BB 10/23/2024**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by 12-31-24 whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action

SC

shall accrue for failure of NDF to complete the job

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY COOPERATOR

Bill Buckley

NDF Representative and/ or Printed Name / Title

Date Signature

Camp Supervisor Address

Date City, State, Zip Code

Phone Number

Area Supervisor Date

Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement. (initials)

Approved as to form:

Aaron D. Ford, Attorney General

By:

Craig Buckles, Deputy Attorney General

John Christensen
John Christensen
10-30-29

PO Box 1155
Verdi, NV 89439

775-843-2266

JC

3
ATTACHMENT I

NEVADA DIVISION OF FORESTRY
PROJECT PLAN AND AGREEMENT

ESCC _____

Date: Camp: _____

PROJECT NAME: Gold Ranch Fire Rehab	
LOCATION: Verdi, NV	COUNTY: Washoe
COOPERATOR:	AGENCY: NDF
PROJECT AGENT: Bill Buckley	PHONE: (775)431-9503
PURPOSE OF PROJECT: NDF staff and contractors completion of fire rehabilitation	
Work to stabilize and restore properties impacted by the Gold Ranch Fire.	
PROPOSED STARTING DATE:	ESTIMATED WORKING DAYS:
11/11/4/2024 SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT TYPE and DESCRIPTION: The Gold Ranch Fire impacted properties resulting in hazardous trees and potential destabilization of soils. A coordination group, which includes other state agencies, contractors and utility organizations, was formed to prioritize management actions to mitigate impacts from the fire. NDF crews and contractors will implement recommended stabilization and restoration actions. These actions can include: felling hazardous trees, installation of log erosion barriers, installation of straw wattles, seed application by hand or with helicopter, chipping of down wood and creation of burn piles if necessary.	
MATERIALS REQUIRED FROM COOPERATOR:	
CONTINUED ON SHEETS	

sc

TECHNICAL PLANS REQUIRED:

NDE Representative Initials Cooperator's Initials SC

Date Date 10-30-24

2/15/2019 4

ATTACHMENT 2**FINANCIAL ESTIMATE****SUPERVISION and LABOR**

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Supervision and Labor Subtotal: \$ 0 . 0 0

EQUIPMENT

Type	Cost per Day/ Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Equipment Subtotal: \$ 0 . 0 0

**MISCELLANEOUS ITEMS**

SC

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Miscellaneous Subtotal:

AS PER TERM AGREEMENT:

Funded with grant money through NDF ☒ And/or Funded
by Cooperator

\$ 0.00

(estimated)

\$ 0.00

ESTIMATED COST

(check one): Standard Rate ☐

\$

Daily Rate _ or Total/ Flat Rate _ per day/acre

I agree to the financial estimate provided to me

Cooperator's Signature & Date

John Chitt

10-30-24

NDF Representative Signature Date

2/15/2019 5

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts. either directly or indirectly made NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not

JC

limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.

3. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

2/15/2019

Non-Standard Rate

Project Type

- ☒ Conservation
☐ Community Service
☐ Emergency
☐ Other

Justification Form Required

Rate Type

ATTACHMENT 4

details:

☐ ~~Reduced Rate~~ Required justification:(be specific)

☐ ~~Non-Reimbursable~~ Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Program Manager/

Designee

Date

Camp Area Supervisor or

2/15/2019 7

Gold Ranch Fire Restoration Project

Property Contact Information

Property Ownership: DAVENPORT FAMILY TRUST

Washoe County Property APN#'s: # 038-242-38

Authorized Property Representative Name: James R Davenport

Representative's Contact Phone #: 775-722-7524

Representative's Contact Email: SWEST@GBIS.COM

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY TO REAL PROPERTY AND FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # _____

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this _____ day of _____, 20____ by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and DAVENPORT FAMILY TRUST hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

****Note: Recommended rehabilitation work will occur at no cost to private property owners- BB 10/23/2024**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by DEC. 31 2024 whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action

shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

COOPERATOR

Bill Buckley

NDF Representative and/ or

Date

Camp Supervisor

Date

Area Supervisor

Date

JAMES R DAVENPORT, TRUSTEE

Printed Name / Title

James R Davenport

Signature

PO BOX 307 / 175 LAKEVIEW DR

Address

VERDI, NV 89439

City, State, Zip Code

775-722-7526

Phone Number

SWEST@GBIS.COM

Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement.

JPD

(initials)

Approved as to form:

Aaron D. Ford, Attorney General

By:

Craig Burkett, Deputy Attorney General

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Date: _____

Camp: ESCC

PROJECT NAME: Gold Ranch Fire Rehab	
LOCATION: Verdi, NV	COUNTY: Washoe
COOPERATOR:	AGENCY: NDF
PROJECT AGENT: Bill Buckley	PHONE: (775)431-9503
PURPOSE OF PROJECT: NDF staff and contractors completion of fire rehabilitation	
Work to stabilize and restore properties impacted by the Gold Ranch Fire.	
PROPOSED STARTING DATE:	ESTIMATED WORKING DAYS:
SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT TYPE and DESCRIPTION:	
The Gold Ranch Fire impacted properties resulting in hazardous trees and potential destabilization of soils. A coordination group, which includes other state agencies, contractors and utility organizations, was formed to prioritize management actions to mitigate impacts from the fire. NDF crews and contractors will implement recommended stabilization and restoration actions. These actions can include: felling hazardous trees, installation of log erosion barriers, installation of straw wattles, seed application by hand or with helicopter, chipping of down wood and creation of burn piles if necessary.	
MATERIALS REQUIRED FROM COOPERATOR:	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	

NDF Representative Initials

Date

JRD
Cooperator's Initials
11/6/2024
Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Supervision and Labor Subtotal:

\$ 0.00

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Equipment Subtotal:

\$ 0.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Miscellaneous Subtotal:

\$ 0.00

AS PER TERM AGREEMENT:

Funded with grant money through NDF ☒ And/Or Funded by Cooperator ☐

ESTIMATED COST (check one): Standard Rate (estimated) ☐ \$ 0.00Daily Rate ☐ or Total/ Flat Rate ☐ per day/acre \$

I agree to the financial estimate provided to me

James R. Daweg 11-6-24
Cooperator's Signature & Date

NDF Representative Signature

Date

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

Handwritten signature/initials

Non-Standard Rate Justification Form

Project Type

- ☐ Conservation
☐ Community Service
☐ Emergency
☐ Other

Required details:

Rate Type

☐ Reduced Rate

Required justification:(be specific)

☐ Non-Reimbursable

Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Area Supervisor or Camp
Program Manager/ Designee

Date

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY
TO
REAL PROPERTY
AND
FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # Oldham Family Trust / Provident
~~Trust 038-242-31 / 038-242-35~~

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this 1st day of November, 2024 by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and Steven Oldham hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

****Note: Recommended rehabilitation work will occur at no cost to private property owners- BB 10/23/2024**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by 12/31/2024, _____ whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action

shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

Bill Buckley

NDF Representative and/ or

Date

Camp Supervisor

Date

Area Supervisor

Date

COOPERATOR

Steven Oldham

Printed Name / Title

Signature

PO Box 1282

Address

Verdi, NV 89439

City, State, Zip Code

916-223-1000

Phone Number

stevenoldham@mac.com

Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement.

SCO

(initials)

Approved as to form:

Aaron D. Ford, Attorney General

By:

Craig Burkett, Deputy Attorney General

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Date: November 1, 2024

Camp: _ESCC

PROJECT NAME: Gold Ranch Fire Rehab	
LOCATION: Verdi, NV	COUNTY: Washoe
COOPERATOR: Steven Oldham	AGENCY: NDF
PROJECT AGENT: Bill Buckley	PHONE: (775)431-9503
PURPOSE OF PROJECT: NDF staff and contractors completion of fire rehabilitation	
Work to stabilize and restore properties impacted by the Gold Ranch Fire.	
PROPOSED STARTING DATE:	ESTIMATED WORKING DAYS:
SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT TYPE and DESCRIPTION:	
The Gold Ranch Fire impacted properties resulting in hazardous trees and potential destabilization of soils. A coordination group, which includes other state agencies, contractors and utility organizations, was formed to prioritize management actions to mitigate impacts from the fire. NDF crews and contractors will implement recommended stabilization and restoration actions. These actions can include: felling hazardous trees, installation of log erosion barriers, installation of straw wattles, seed application by hand or with helicopter, chipping of down wood and creation of burn piles if necessary.	
MATERIALS REQUIRED FROM COOPERATOR:	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	

NDF Representative Initials

Date



Cooperator's Initials
November 1, 2024

Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Supervision and Labor Subtotal:

\$ 0.00

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Equipment Subtotal:

\$ 0.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Miscellaneous Subtotal:

\$ 0.00

AS PER TERM AGREEMENT:

Funded with grant money through NDF ☒ And/Or Funded by Cooperator ☐

ESTIMATED COST (check one): Standard Rate (estimated) ☐

\$ 0.00

Daily Rate ☐ or Total/ Flat Rate ☐ per day/acre \$ _____

I agree to the financial estimate provided to me Stan Okler November 1, 2024

Cooperator's Signature & Date

NDF Representative Signature

Date

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

ATTACHMENT 4

Non-Standard Rate Justification Form

Project Type

- ☐ Conservation
☐ Community Service
☐ Emergency
☐ Other

Required details:

Rate Type

☐ Reduced Rate

Required justification:(be specific)

☐ Non-Reimbursable

Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Area Supervisor or Camp
Program Manager/ Designee

Date

Gold Ranch Fire Restoration Project

Property Contact Information

Property Ownership: Oldham Family Living Trust

Washoe County Property APN#'s: # 038-242-31

Authorized Property Representative Name: Steven Oldham

Representative's Contact Phone #: 916-223-1000

Representative's Contact Email: StevenOldham@mac.com

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY TO REAL PROPERTY AND FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # _____

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this _____ day of _____, 20____ by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and QUILLICI FAMILY TRUST hereinafter referred to as Cooperator. APN#s 038-810-06 & 038-810-07

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

- upon completion of the project work.
4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
 5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
 6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
 7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
 8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

****Note: Recommended rehabilitation work will occur at no cost to private property owners- BB 10/23/2024**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by 12/31/24 whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action

shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

COOPERATOR

Bill Buckley

NDF Representative and/ or

Date

Camp Supervisor

Date

Area Supervisor

Date

Robert B. Guila Cooperator
Printed Name / Title

Robert B. Guila
Signature

2515 Guila Ranch Rd.
Address

Virginia, NV 89439
City, State, Zip Code

775 572 4858
Phone Number

guila.rancho@gmail.com
Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement.

RBG
(initials)

Approved as to form:

Aaron D. Ford, Attorney General

By:

Craig Burkett, Deputy Attorney General

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Date: 10-30-2024

Camp: ESCC

PROJECT NAME: Gold Ranch Fire Rehab	
LOCATION: Verdi, NV	COUNTY: Washoe
COOPERATOR:	AGENCY: NDF
PROJECT AGENT: Bill Buckley	PHONE: (775)431-9503
PURPOSE OF PROJECT: NDF staff and contractors completion of fire rehabilitation	
Work to stabilize and restore properties impacted by the Gold Ranch Fire.	
PROPOSED STARTING DATE:	ESTIMATED WORKING DAYS:
SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT TYPE and DESCRIPTION:	
The Gold Ranch Fire impacted properties resulting in hazardous trees and potential destabilization of soils. A coordination group, which includes other state agencies, contractors and utility organizations, was formed to prioritize management actions to mitigate impacts from the fire. NDF crews and contractors will implement recommended stabilization and restoration actions. These actions can include: felling hazardous trees, installation of log erosion barriers, installation of straw wattles, seed application by hand or with helicopter, chipping of down wood and creation of burn piles if necessary.	
MATERIALS REQUIRED FROM COOPERATOR:	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	

NDF Representative Initials

Date



Cooperator's Initials

10-30-2024
Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Supervision and Labor Subtotal:

\$ 0.00

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Equipment Subtotal:

\$ 0.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Miscellaneous Subtotal:

\$ 0.00

AS PER TERM AGREEMENT:

Funded with grant money through NDF ☒ And/Or Funded by Cooperator ☐

ESTIMATED COST (check one): Standard Rate (estimated) ☐

\$ 0.00

Daily Rate ☐ or Total/ Flat Rate ☐ per day/acre \$ _____

I agree to the financial estimate provided to me



Cooperator's Signature & Date

NDF Representative Signature

10-30-2024
Date

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

ATTACHMENT 4

Non-Standard Rate Justification Form

Project Type

- ☐ Conservation
☐ Community Service
☐ Emergency
☐ Other

Required details:

Rate Type

☐ Reduced Rate

Required justification:(be specific)

☐ Non-Reimbursable

Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Area Supervisor or Camp
Program Manager/ Designee

Date

Gold Ranch Fire Restoration Project

Property Contact Information

Property Ownership: Quilici Family Trust

Washoe County Property APN#'s: # 038-810-06, # 038-810-07

Authorized Property Representative Name: Robert B. Quilici ~~SEAN M. BEECE~~

Representative's Contact Phone #: 775-772-4850

Representative's Contact Email: quiliciranch@gmail.com

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY
TO
REAL PROPERTY
AND
FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # _____

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this _____ day of _____, 20____ by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and QUILICI INVESTMENTS LLC hereinafter referred to as Cooperator. APN #s 038-190-49, 038-810-02, 038-810-03 & 038-810-04

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

****Note: Recommended rehabilitation work will occur at no cost to private property owners- BB 10/23/2024**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by _____, 12/31/24 whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action

shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

COOPERATOR

Bill Buckley

NDF Representative and/ or

Date

Camp Supervisor

Date

Area Supervisor

Date

KEITH SERPA

Printed Name / Title


Signature

PO BOX 1724

Address

CARSON CITY NV 89702

City, State, Zip Code

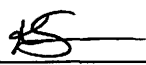
715-267-9510

Phone Number

KB SERPA @ GMAIL . COM

Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement.


(initials)

Approved as to form:

Aaron D. Ford, Attorney General

By:

Craig Burkett, Deputy Attorney General

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

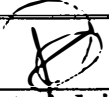
Date: _____

Camp: ESCC

PROJECT NAME: Gold Ranch Fire Rehab	
LOCATION: Verdi, NV	COUNTY: Washoe
COOPERATOR:	AGENCY: NDF
PROJECT AGENT: Bill Buckley	PHONE: (775)431-9503
PURPOSE OF PROJECT: NDF staff and contractors completion of fire rehabilitation	
Work to stabilize and restore properties impacted by the Gold Ranch Fire.	
PROPOSED STARTING DATE:	ESTIMATED WORKING DAYS:
SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT TYPE and DESCRIPTION: The Gold Ranch Fire impacted properties resulting in hazardous trees and potential destabilization of soils. A coordination group, which includes other state agencies, contractors and utility organizations, was formed to prioritize management actions to mitigate impacts from the fire. NDF crews and contractors will implement recommended stabilization and restoration actions. These actions can include: felling hazardous trees, installation of log erosion barriers, installation of straw wattles, seed application by hand or with helicopter, chipping of down wood and creation of burn piles if necessary.	
MATERIALS REQUIRED FROM COOPERATOR:	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	

NDF Representative Initials

Date


Cooperator's Initials

11-5-24

Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Supervision and Labor Subtotal:

\$ 0.00

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Equipment Subtotal:

\$ 0.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Miscellaneous Subtotal:

\$ 0.00

AS PER TERM AGREEMENT: Funded with grant money through NDF ☒ And/Or Funded by Cooperator ☐ESTIMATED COST (check one): Standard Rate (estimated) ☐ \$ 0.00Daily Rate ☐ or Total/ Flat Rate ☐ per day/acre \$

I agree to the financial estimate provided to me

Cooperator's Signature & Date

NDF Representative Signature

Date

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

ATTACHMENT 4

Non-Standard Rate Justification Form

Project Type

- ☐ Conservation
☐ Community Service
☐ Emergency
☐ Other

Required details:

Rate Type

☐ Reduced Rate

Required justification:(be specific)

☐ Non-Reimbursable

Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Area Supervisor or Camp
Program Manager/ Designee

Date



CARSON-TRUCKEE
WATER CONSERVANCY DISTRICT
1005 Terminal Way, Suite 150
Reno, NV 89502-1085

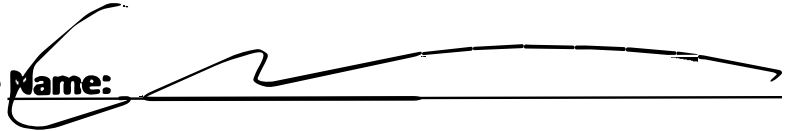
Gold Ranch Fire Restoration Project

Property Contact Information

Property Ownership: Quilici Investments LLC

Washoe County Property APN#'s: # 038-190-49, # 038-810-02, # 038-810-03, # 038-810-04

Authorized Property Representative Name:

A handwritten signature in black ink, appearing to be 'K. B. SERPA', written over a horizontal line.

Representative's Contact Phone #: (775) 691-7874

Representative's Contact Email: KB50RPA@GMAIL.COM

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY TO REAL PROPERTY AND FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # _____

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators (“Agreement”) is entered into this 8th day of November, 2024 by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry (“NDF”) and Truckee Meadows Water Authority hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property (“Property”) listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF’s promise to perform the work described in the attached Project Plan and Agreement (the “Work”), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

****Note: Recommended rehabilitation work will occur at no cost to private property owners- BB 10/23/2024**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by _____, _____ whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action

shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

COOPERATOR

Bill Buckley

NDF Representative and/ or

Date

Camp Supervisor

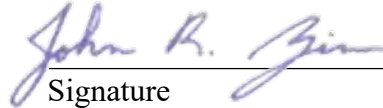
Date

Area Supervisor

Date

John R. Zimmerman, General Manager

Printed Name / Title



Signature

1355 Capital Blvd.

Address

Reno, NV, 89502

City, State, Zip Code

775-516-5392

Phone Number

ksteeland@tmwa.com

Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement.

(initials)

Approved as to form:

Aaron D. Ford, Attorney General

By:

Craig Burkett, Deputy Attorney General

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Date: _____

Camp: ESCC_____

PROJECT NAME: Gold Ranch Fire Rehab	
LOCATION: Verdi, NV	COUNTY: Washoe
COOPERATOR:	AGENCY: NDF
PROJECT AGENT: Bill Buckley	PHONE: (775)431-9503
PURPOSE OF PROJECT: NDF staff and contractors completion of fire rehabilitation	
Work to stabilize and restore properties impacted by the Gold Ranch Fire.	
PROPOSED STARTING DATE:	ESTIMATED WORKING DAYS:
SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT TYPE and DESCRIPTION:	
The Gold Ranch Fire impacted properties resulting in hazardous trees and potential destabilization of soils. A coordination group, which includes other state agencies, contractors and utility organizations, was formed to prioritize management actions to mitigate impacts from the fire. NDF crews and contractors will implement recommended stabilization and restoration actions. These actions can include: felling hazardous trees, installation of log erosion barriers, installation of straw wattles, seed application by hand or with helicopter, chipping of down wood and creation of burn piles if necessary.	
MATERIALS REQUIRED FROM COOPERATOR:	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	

NDF Representative Initials

Date



Cooperator's Initials

11/8/2024

Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Supervision and Labor Subtotal: \$ 0.00

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Equipment Subtotal: \$ 0.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Miscellaneous Subtotal: \$ 0.00

AS PER TERM AGREEMENT: Funded with grant money through NDF ☒ And/Or Funded by Cooperator ☐

ESTIMATED COST (check one): Standard Rate (estimated) ☐ \$ 0.00

Daily Rate ☐ or Total/ Flat Rate ☐ per day/acre \$ _____

I agree to the financial estimate provided to me John R. Zim 11/8/2024
Cooperator's Signature & Date

NDF Representative Signature

Date

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

Non-Standard Rate Justification Form

Project Type

- ☐ Conservation
☐ Community Service
☐ Emergency
☐ Other

Required details:

Rate Type

☐ Reduced Rate

Required justification:(be specific)

☐ Non-Reimbursable

Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Area Supervisor or Camp
Program Manager/ Designee

Date

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY
TO
REAL PROPERTY
AND
FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # _____

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this 6 day of NOVEMBER, 2024 by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and RIVERHOUSE HOLDINGS LLC hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

****Note: Recommended rehabilitation work will occur at no cost to private property owners- BB 10/23/2024**

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by 12/31/24 whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action

shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns, and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

Bill Buckley

NDF Representative and/ or

Date

Camp Supervisor

Date

Area Supervisor

Date

COOPERATOR

DAVID LEAR, MANAGER
Printed Name / Title

[Signature]
Signature

811 RAMSEY SNELSON RD
Address

MARSHAL NC 28753
City, State, Zip Code

540 2850100
Phone Number

DRL20000@GMAIL.COM
Tax ID and/or E-mail address

Cooperator acknowledges receipt of a copy of this Agreement.

[Signature]
(Initials)

Approved as to form:
Aaron D. Ford, Attorney General

By:

Craig Burkett, Deputy Attorney General

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Date: _____

Camp: ESCC

PROJECT NAME: Gold Ranch Fire Rehab	
LOCATION: Verdi, NV	COUNTY: Washoe
COOPERATOR:	AGENCY: NDF
PROJECT AGENT: Bill Buckley	PHONE: (775)431-9503
PURPOSE OF PROJECT: NDF staff and contractors completion of fire rehabilitation	
Work to stabilize and restore properties impacted by the Gold Ranch Fire.	
PROPOSED STARTING DATE:	ESTIMATED WORKING DAYS:
SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT TYPE and DESCRIPTION:	
The Gold Ranch Fire impacted properties resulting in hazardous trees and potential destabilization of soils. A coordination group, which includes other state agencies, contractors and utility organizations, was formed to prioritize management actions to mitigate impacts from the fire. NDF crews and contractors will implement recommended stabilization and restoration actions. These actions can include: felling hazardous trees, installation of log erosion barriers, installation of straw wattles, seed application by hand or with helicopter, chipping of down wood and creation of burn piles if necessary.	
MATERIALS REQUIRED FROM COOPERATOR:	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	

NDF Representative Initials

Date

DM
Cooperator's Initials

11/6/24
Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Supervision and Labor Subtotal:

\$ 0.00

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Equipment Subtotal:

\$ 0.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Miscellaneous Subtotal:

\$ 0.00

AS PER TERM AGREEMENT:

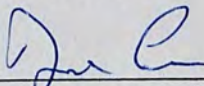
Funded with grant money through NDF ☒ And/Or Funded by Cooperator ☐

ESTIMATED COST (check one): Standard Rate (estimated)

\$ 0.00

Daily Rate ☐ or Total/ Flat Rate ☐ per day/acre \$ _____

I agree to the financial estimate provided to me

 11/6/24
Cooperator's Signature & Date

NDF Representative Signature

Date

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
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4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
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Non-Standard Rate Justification Form**Project Type**

- ☐ Conservation
☐ Community Service
☐ Emergency
☐ Other

Required details:

Rate Type
☐ Reduced Rate
Required justification:(be specific)

☐ Non-Reimbursable
Required justification:(be specific)

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Camp Area Supervisor or Camp
Program Manager/ Designee

Date

Gold Ranch Fire Restoration Project

Property Contact Information

Property Ownership: Riverhouse Holdings LLC

Property APN#'s: #038-242-20

Authorized Property Representative Name: __Laura Partridge_____

Representative's Contact Phone #: _775.742.9850

Representative's Contact Email: __laura@cc.media

Dr. Christopher Fritsen - 319 Grant Request
August 2024 Gold Ranch Fire Restoration
November 28, 2024



(775) 450-5489 - P.O. Box 18153 Reno, NV 89521 - www.onetruckeeriver.org

November 28, 2024

Dr. Christopher Fritsen
Nonpoint Source Management and Education Program
Branch Supervisor
cfritsen@ndep.nv.gov

Subject: 319 Grant Request - August 2024 Gold Ranch Fire Restoration Project

Dear Dr. Fritsen,

Thank you for the opportunity to submit a request for consideration for 319 funding for the Gold Ranch Restoration Project to implement permanent stabilization and restoration measures related to the August 2024 Gold Ranch Fire.

As requested, this letter contains the elements of an Alternative Watershed-Based Plan. Attached you will find the Watershed Profile for the HUC-12 watershed and the Project Profile which are components of the *2020 Integrated Source Water and 319(h) Watershed Protection Plan for Public Water Systems and the Truckee River in the Truckee Meadows*. In addition, maps of the project area, signed right-of-entry for all private property, and a detailed budget are provided with this submission.

Describe watershed project goal(s) and explain how the proposed project(s) will achieve water quality goals.

The watershed project goal is to reduce water quality impacts to the Truckee River caused by the 2024 Gold Ranch Fire. The project will implement on-the-ground best management practices (BMPs) to stabilize and restore the Gold Ranch Fire burn area.

The Gold Ranch Fire burned for over one mile along both banks adjacent to the Truckee River. This riparian corridor is characterized by steep slopes (16 to 30 degrees) adjacent to the river, the river floodplain, and upland habitat with drainage patterns that go directly to the river, see the attached Project Area Photos.

Implementation treatments include slope stabilization such as log placement, seeding, and mulching. It is anticipated that implementation of the project will prevent or significantly limit the amount of sediment, associated nutrients, and ash from leaving the burn area and entering the Truckee River.

Identify the causes or sources of NPS impairments, water quality problems, or threats to healthy waters, including critical source areas addressed by the alternative plan.

The Truckee River is a clear-flowing river with high water quality. The water body impairment of concern is not caused by a pollutant, but rather a change in the physical condition of the watershed due to the August 2024 Gold Ranch Fire. The fire was moderate to severe removing both the understory and overstory in the affected burn area, as well as white ash in some places indicating greater severity. Removal of vegetation due to the fire makes the soil vulnerable to erosion and transport to the Truckee River. Also, the addition of ash to the watershed and transport to the Truckee River is a high concern for the two drinking water treatment plants along the river.

As described in the attached Bull Ranch Creek & Dog Creek – Truckee River Watershed Profile, high-severity wildfires alter the overall ecosystem structure through removal of vegetation leaving limited ground cover. Severe fires also create a waxy, water-repellant layer over the soil which increases water and soil runoff (NDF, Nevada Natural Resources and Fire Information Portal Area of Interest Summary Report. U.S. Forest Service Forests to Faucets project, 2011).

Invasion of noxious and invasive weeds in burned areas is a particular concern in Nevada. Specific noxious weed species such as cheat grass, Medusahead, tall whitetop, and bull thistle may become established and out-compete native species. A shift to invasive species within a riparian corridor can have negative implication for water quality by reducing stabilizing native vegetation and increasing potential for erosion. Re-seeding with native or adapted species is critical in preventing or limiting the establishment of weeds.

Runoff from the fire damaged area enters the Truckee River upstream of Truckee Meadows Water Authority's (TMWA's) drinking water diversions which are: Highland Canal Diversion Dam, Orr Ditch Pump Station, and Glendale intakes. The Truckee River provides 80-85% of the drinking water to approximately 450,000 people in TMWA's service area.

Short- and long-term water quality impacts are expected from increased susceptibility of runoff and erosion in the burn area. Increased sediment transport potential to the river includes carbon from the fire and nutrients such as phosphorus. The river water may be turbid following rain and wind events.

Burn area rehabilitation is critical to protect the watershed from erosion and the Truckee River from excessive sedimentation. Moreover, due to the location of the burn area, rehabilitation is critical to protect the source water quality from sediment.

Propose management measures and BMPs (including a description of operation and maintenance requirements) and explain how these measures will effectively address the NPS impairment identified above.

In Kind Match Activities include the following:

Install sediment control materials along drainages, ditches, and across slopes where there is immediate potential for sediment to move into the Truckee River, especially along the west side of the river adjacent to the section with the steeper slopes located within Priority Zone 1 and 2 (shown in the attached Project Implementation Area Map).

Equipment and resources include: fiber rolls, jute cloth, sandbags, sediment fencing, wooden stakes, mallets, shovels, rakes, TMWA landscaping crews, and contracted crews for areas outside of TMWA property. Natural fibers will be used where at all possible in lieu of plastic, to be left in place as revegetation is being established.

Fire restoration work has been approved by property owners, see the attached Signed Right-of-Entry for Private Property within Project Implementation Area. NDF is actively coordinating with regarding potential work within NDOT right-of-way.

319 Fund Activities include the following:

Application of mulch to priority areas within Priority Zone 1 and 2 that have been seeded to keep seed in place. Mulch is an important component of soil stability and seed germination. Mulch protects soil from erosion and binds the seeds to the soil so that germination has a better success rate.

The steep nature of the landscape requires hydro-mulch to ensure adequate coverage and reduce any later movement during precipitation events throughout the wet season. The suggested application rate varies between 2,000 to 3,500 pounds per acre, with the higher application rate to be applied along the steepest slopes in Priority Zone 1.

The table below estimates load reductions achieved through restoration activities for implementation areas of the Gold Ranch Fire (Priority Zones 1 and 2). These estimates were calculated using the Revised Universal Soil Loss Equation (RUSLE) to assess annual sediment loss following a moderate to severe fire and after permanent stabilization following restoration.

Table with estimates of annual soil erosion across the implementation areas of the Gold Ranch Fire. Estimates were calculated using the Revised Universal Soil Loss Equation (RUSLE).			
Gold Ranch Fire Implementation Area	Annual Sediment Loss Without Restoration	Annual Sediment Loss After Restoration	Estimate of Annual Load Reduction from Restoration
Priority Zone 1: (approx. 8 acres)	200 tons/year	21 tons/year	179 tons/year
Priority Zone 2: (approx. 10 acres)	43 tons/year	28 tons/year	15 tons/year

Establish a schedule with milestones to guide project implementation.

The scheduling of work crews may be adjusted as needed depending on the weather; work is proposed before the end of this year and before the ground freezes.

In November and early December project partners will conduct work using federal funds. This work includes Nevada Division of Forestry (NDF) hand crews to fell trees, cut rounds, chip wood (where access for equipment is available), hand broadcast seed on steep slopes along west side of the river. NDF helicopters will aurally broadcast seed to the riparian corridor.

Following implementation of these actions by project partners, the following tasks will be completed using 319 funds and in-kind services from partners using non-federal funds:

- Mid-December: Contracted erosion control specialists apply hydro-mulch to approximately 8 acres of steepest slopes (Priority Zone 1).
- Late-December: Contracted erosion control specialists apply hydro-mulch to approximately 10 acres of adjacent river corridor and identified slopes (Priority Zone 2).

Include a water quality results monitoring component describing the processes and measures (e.g., water quality parameters, stream flow metrics, biological indicators) that will help gauge project success.

Project success will be documented through visual inspection of the treated areas. The treated areas should appear to be relatively stable and be free from excessive rills, gullies, debris flows, and the like. The treated areas will be reviewed as weather and ground conditions permit. Additional stabilization measures will be implemented as needed and will be identified by the assessment team as funding allows.

Due to limited funding availability, the entire burn area cannot be treated. It is possible that excessive runoff and sediment could be carried onto the treated areas from the untreated areas.

Budget Details

Table 1. Project Costs by Budget Category

Category	Rate	319(h) Funds	Cash Match	In kind Match	Total Budget
Salaries	Hourly				
OTR Executive Director	\$68/hr.	\$3,400	\$	\$	\$3,400
Fringe Benefits	% of Salaries				
Fringe Benefits for salaried employees	26%	\$884	\$	\$	\$884
Operating	Actual Cost				
		\$	\$	\$	\$
Travel	State Rate				
		\$	\$	\$	\$
IDC	% of TDC				
		\$	\$	\$	\$
Equipment	Actual Cost				
		\$	\$	\$	\$
Subcontract	Actual Cost				
BMP Implementation		\$70,000	\$	\$75,000	\$145,000
OTR Accountant	\$50/hr.	\$716	\$	\$	\$716
Totals:		\$75,000	\$	\$75,000	\$150,000

Table 2. Total Project Costs by Task

Project Task	Budget Category							
	Salaries	Fringe Benefits	Operating	Travel	IDC	Equipment	Subcontract	Other
BMP Implementation TMWA	\$	\$	\$	\$	\$	\$	\$50,000	\$
BMP Implementation Carson-Truckee Water Conservancy District (CTWCD)	\$	\$	\$	\$	\$	\$	\$25,000	\$
BMP Implementation 319 Funds	\$	\$	\$	\$	\$	\$	\$70,000	\$
Administrative contracting, reporting, and accounting	\$3,400	\$884	\$	\$	\$	\$	\$716	\$
Total Cost by Category:	\$3,400	\$884	\$	\$	\$	\$	\$145,716	\$
Total Project Cost:								\$150,000

Dr. Christopher Fritsen
319 Grant Request / August 2024 Gold Ranch Fire Restoration
November 28, 2024

Please note that Kara Steeland with TMWA and Jill Sutherland with Resource Concepts Inc. are available to answer technical questions related to this proposal. Iris Jehle-Peppard with One Truckee River is available to answer questions related to contract management and reporting related to this proposal.

Technical Information Contact

Jill Sutherland
Environmental Director
Resource Concepts Inc.
340 N. Minnesota St., Carson City, NV 89703
775-883-1600
jill@rci-nv.com

Technical Information Contact

Kara Steeland
Sr. Hydrologist and Watershed Coordinator
Truckee Meadows Water Authority
1355 Capital Blvd. I Reno, NV 89502
O: (775) 834-8204, M: (775) 516-5392
ksteeland@tmwa.com

Grant Funding Contact

Iris Jehle-Peppard
Executive Director
One Truckee River
P.O. Box 18153
Reno, NV 89511
(775) 450-5489
iris@onetruckeeriver.org

As mentioned previously, we want to ensure you are aware that time is of the essence to implement the BMPs for site stabilization and restoration. Thank you for your time and consideration of the August 2024 Gold Ranch Fire Restoration Project.

Sincerely,



Iris Jehle-Peppard
Executive Director
One Truckee River

Attachments:

- Attachment A - General Project Location Map
- Attachment B - Project Implementation Area Map
- Attachment C - Project Area Photos
- Attachment D - Signed Right-of-Entry for Private Property
- Attachment E - Project Profile for Gold Ranch Fire Rehabilitation and Restoration Project
- Attachment F - Bull Ranch Creek & Dog Creek-Truckee River HUC-12 Watershed Profile