

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

Revised NOTICE OF PUBLIC MEETING

A healthy watershed that meets the water needs of all users

DATE: December 17, 2025

TIME: 6:30 pm

LOCATION: CWSD Conference Room

777 E. William Street, Suite 209, Carson City, NV 89701

CWSD encourages Board members to attend in person, but virtual attendance is available via **Zoom**. Call (669)900-9128 if you prefer to phone in. Meeting ID: 891 1932 4504; Passcode: 985264

AGENDA

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

- 1. Call to Order the CWSD Board of Directors/Carson River Watershed Committee
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. <u>For Discussion Only</u>: Public Comment (Public Comment will be taken at the beginning and end of the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.)
- For Possible Action: Approval of Agenda
- 6. For Possible Action: Approval of the Board Meeting Minutes of Nov. 19, 2025

RECESS TO CONVENE AS THE ADMINISTRATIVE COMMITTEE

- 7. Roll Call
- 8. For Discussion Only: Public Comment
- 9. <u>For Possible Action</u>: Approval of the Administrative Committee Meeting Minutes of December 8, 2025
- 10. For Discussion Only: Public Comment

ADJOURN TO RECONVENE AS THE BOARD OF DIRECTORS & CARSON RIVER WATERSHED COMMITTEE

CONSENT AGENDA

Please Note: All matters listed under the consent agenda are considered routine and may be acted upon by the Board of Directors with one action and without extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.

- 11. For Possible Action: Approval of the Treasurer's Report for November 2025
- 12. For Possible Action: Approval of Payment of Bills for November 2025
- 13. <u>For Possible Action</u>: Authorize CWSD staff to pursue Allen Family Philanthropies Accelerating Natural Climate Solutions (NCS) Grant
- 14. <u>For Possible Action</u>: Authorize CWSD staff to pursue the Nevada Department of Transportation (NDOT) "Better Utilizing Investments to Leverage Development (BUILD)Grant

END CONSENT AGENDA

- 15. For Possible Action: Select the 2026 Andy Aldax Award Recipient(s)
- 16. <u>For Possible Action</u>: Approval of the 30-Year Regional Drought & Water Sustainability Plan
- 17. <u>For Possible Action</u>: Approval of Board Members to attend the Nevada Water Resources Association (NWRA) Annual Conference, February 2-5, 2026, in Las Vegas
- 18. <u>For Possible Action</u>: Approval of the date and hiring process for the General Manager position.
- 19. For Discussion Only: Staff Reports
 - General Manager
 - Legal
 - Correspondence
- 20. For Discussion Only: Directors & Committee Members Reports
- 21. <u>For Discussion Only</u>: Public Comment (Public Comment will be taken at the beginning and end of the meeting and may be taken at the discretion of the Chair on agenda items listed for possible action. Action may not be taken on any matter brought up under public comment until scheduled for action at a later meeting. Public comment during meetings is limited to three minutes for each speaker.)
- 22. Adjournment

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

AFFIDAVIT OF POSTING

The undersigned affirms that on or before 11 am on December 11, 2025, a copy of the *Notice of Public Meeting* and *Agenda* for the December 17, 2025, meeting of the Carson Water Subconservancy District Board of Directors, per

NRS 241.020 was posted at the following locations: Carson Water Subconservancy District, 777 E. William St, Ste 209, Carson City, NV 89701; CWSD Website: https://www.cwsd.org; and Nevada Public Notice Website: https://notice.nv.gov/

December 11, 2025 11 am

Edwin James, CWSD General Manager

Date & Time of Posting

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

CARSON WATER SUBCONSERVANCY DISTRICT

TO: Board of Directors

FROM: Edwin James

DATE: December 17, 2025

SUBJECT: Agenda Item #18 – <u>For Possible Action</u>: Approval of the date and hiring

process for the General Manager position.

DISCUSSION:

On December 8, 2025, the Administrative Committee met to review the ten applicants. Following discussion, the committee recommended that the following four candidates be interviewed by the full Board: **Bunny Bishop, Nick Charles, Reed Cozens, and Stephanie McAfee**. The interviews will be conducted at a special Board meeting.

The three proposed dates for the meeting are **January 5**, **January 22**, **or January 26**, with **January 5** identified as the preferred date. All four applicants will be interviewed during the same session. The proposed interview process is outlined below.

Draft

INTERVIEW PROCESS

1. Introductions

A. Board Members

2. Interview Procedure

- a. Each applicant will provide an opening statement.
- b. The Chairman and Vice Chairman will ask a set of predetermined questions.
- c. Board Members may ask follow-up questions.
- d. Each applicant will provide a closing statement.

3. Board Deliberation

The Board will discuss and determine which applicant to hire.

The committee is recommending that all four applicants be interviewed at the same meeting.

Once an applicant has been selected, the Chairman and legal counsel will meet with the candidate to negotiate an employment contract. The finalized contract will be presented at the next regular CWSD Board meeting.

Attached for your information is a copy of the current General Manager contract.

STAFF RECOMMENDATION: Set the Special Board meeting date and approve the interview process.

CWSD EMPLOYMENT AGREEMENT

This Agreement is entered into this 18th day of December 2024, between the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada and through a Joint Powers Agreement with Alpine County, California, by and through its duly constituted Board of Directors (CWSD) and EDWIN D. JAMES (General Manager) both of whom understand and agree to the following provisions:

- 1. <u>EMPLOYMENT</u>. CWSD hereby agrees to employ Mr. James as General Manager of CWSD to perform the duties specified herein and the duties the Board of Directors shall from time-to-time assign.
- 2. <u>DUTIES</u>. The General Manager shall perform those duties necessary to conduct the directions of the Board of Directors, including, but not limited to, the duties listed in the job description of the General Manager, as adopted by the Board of Directors, and attached hereto as Exhibit "A".
- 3. <u>TERM OF AGREEMENT</u>. This Agreement supersedes the Agreement between CWSD and the General Manager dated December 15, 2021, and shall be reviewed every three (3) years.
- 4. <u>SALARY</u>. CWSD shall pay the General Manager for services rendered based upon a salary range set by the Board of Directors, plus a monthly automobile allowance established by the Board of Directors. Cost of living and/or merit raises or increased monthly automobile allowance in addition to the foregoing may be considered on an annual basis.
- 5. <u>BENEFITS</u>. The General Manager is entitled to all benefits as specified in the CWSD Personnel Manual, which include medical, annual, management, and sick leave, and Public Employees Retirement System benefits.
- 6. <u>TERMINATION AND SEVERANCE PAY</u>. In the event the General Manager is terminated by the Board of Directors during such time as the General Manager is willing and able to perform his duties under this agreement, CWSD agrees to pay the General Manager, and the General Manager agrees to accept, a lump sum cash payment equal to six (6) months base salary in full settlement of such termination. The General Manager shall also be paid for accrued and unused annual, management, and sick leave as set forth in the Personnel Policy Manual.

In the event the General Manager is terminated because of conviction of any felony or any offense involving a violation of his official duties or moral turpitude, or because he has violated any provision of this Agreement, CWSD shall have no obligation to pay any severance pay, but the General Manager, nonetheless, shall be compensated in a lump sum for accrued and unused annual, management, and sick leave as set forth in the Personnel Policy Manual.

- 7. <u>RESIGNATION</u>. Unless otherwise agreed, if the General Manager voluntarily resigns his position with CWSD, he shall give CWSD at least thirty (30) days advance written notice. In the event of voluntary resignation, CWSD shall not be required or obligated to pay the General Manager any severance pay, but the General Manager shall be paid for accrued and unused annual, management, and sick leave as set forth in the Personnel Policy Manual.
- 8. <u>PERFORMANCE EVALUATION</u>. The Board of Directors shall review and evaluate the performance of the General Manager at least once annually, near or around June of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by CWSD and the General Manager.
- 9. <u>BINDING ARBITRATION</u>. Any dispute over the validity of this Agreement, a breach of this Agreement, or enforcement of the provisions of this Agreement shall be submitted to biding arbitration with the American Arbitration Association.
- 10. <u>MISCELLANEOUS TERMS AND CONDITIONS</u>. The Board of Directors, in consultation with the General Manager, shall fix such other terms and conditions of employment as it may determine from time to time, relating to the performance of the General Manager, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or other controlling legal authority.
- 11. <u>OUTSIDE SERVICES</u>. The General Manager shall be in the exclusive employ of CWSD, focusing his time and attention on CWSD business, except that he may engage in non-conflicting outside consulting services only with specific written approval of the Board of Directors.
- 12. <u>INDEMNIFICATION</u>. CWSD shall indemnify, defend, and hold the General Manager harmless against any and all claims, losses, liabilities, and damages, including attorneys' fees and costs, which arise from or relate to (i) the General Manager's duties under this Agreement, and (ii) the General Manager's acts and omissions as an employee of CWSD, provided that such acts or omissions were done or omitted in good faith. Such indemnification shall not include the General Manager's bringing an action or other proceeding in his own name and in his own right.

13. GENERAL PROVISIONS.

a) <u>Entire Agreement</u>. This Agreement expresses the entire agreement of the parties hereto and supersedes all prior promises, representations, understandings, arrangements, and agreements between the parties with respect to the subject matter hereof. The parties further acknowledge and agree that neither of them has made any representation to induce the execution of this Agreement, except as specifically set forth herein.

| b) <u>Amendment</u> . This Agreement may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Agreement. | | | | |
|---|----------|----------------------------|----------|----------------------------------|
| Nevada Law. | c) | <u>Controlling Law</u> . T | his Agre | ement shall be interpreted under |
| d) <u>Severability of Provisions</u> . If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not become affected, and shall remain in full force and effect. | | | | |
| IN WITNESS WHEREOF, the Carson Water Subconservancy District has caused this Agreement to be signed and executed in its behalf by its Vice Chairperson, and the General Manager has signed and executed this Agreement on the date and year first above written. | | | | |
| CARSON WATER SUBCONSERVANCY DISTRICT | | | | GENERAL MANAGER |
| | | | | |
| By: Ernest Schar | nk, Vice | e Chairperson | | Edwin D. James, General Manager |
| Date | | | | Date |
| ATTEST: | | | | |
| | | | | |
| Catrina Schambra, Secretary to the Board | | | | |
| Date | | | | |