

- <u>**Title:**</u> Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Sheriff's Office Employees' Association NAPSO Local 9110. This meeting will commence at 9:00 a.m.
- **<u>Recommended motion:</u>** Closed session, no action.
- <u>Prepared by:</u> Austin Osborne

Department: Contact Number: 775.847.0968

- <u>Staff Summary:</u> Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Sheriff's Office Employees' Association and Storey County are proposed to be modified pursuant to tentatively agreed successor agreements.
- Supporting Materials: See attached
- **<u>Fiscal Impact:</u>** Presented at meeting.
- Legal review required: TRUE
- <u>Reviewed by:</u>

____ Department Head

Department Name:

County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 1 min.
BOCC Meeting	
Agenda Item Type: Discussion/Possible Activ	on

- <u>**Title:**</u> Consideration and possible approval of the agenda for the March 21, 2023 meeting.
- **<u>Recommended motion:</u>** Approve or amend as necessary.
- **<u>Prepared by:</u>** Brandie Lopez

Department: Contact Number: 775-847-0968

- **<u>Staff Summary:</u>** See attached.
- <u>Supporting Materials:</u> See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 0-5
BOCC Meeting	
Agenda Item Type: Consent Agenda	

- <u>Title:</u> For possible action, approval of business license first readings:
- A. Custom Sign Service LLC Contractor / 3350 Centennial Park Dr. ~ Carson City, NV
- B. RAD Pizza Out of County / 825 Delucchi Ln. Apt. 1168 ~ Reno, NV
- C. Sean Craig's Plumbing LLC Contractor / 3231 N. Decatur Blvd. Ste 225 ~ Las Vegas, NV
- D. Supreme Plumbing LLC Contractor / 395 Freeport Blvd. Ste. 8 ~ Sparks, NV
- E. Westex Consulting Engineers, LLC Professional / 220 S. Rock Ste. 12 ~ Reno, NV
- <u>**Recommended motion:**</u> None required (if approved as part of the Consent Agenda) I move to
- approve all first readings (if removed from consent agenda by request).
- **<u>Prepared by:</u>** Ashley Mead

Department: Contact Number: 7758470966

- <u>Staff Summary:</u> First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's
- meeting for approval.
- **<u>Supporting Materials:</u>** See attached
- **<u>Fiscal Impact:</u>** None
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued

Storey County Community Development

Contraction of the second

(775) 847-0966 ~ Fax (775) 847-0935 CommunityDevelopment@storeycounty.org

To: Jim Hindle, Clerk's office Austin Osborne, County Manager

110 Toll Road ~ Gold Hill Divide

P O Box 526 ~ Virginia City NV 89440

March 13, 2023 Via Email

Fr: Ashley Mead

Please add the following item(s) to the March 21, 2023 FIRST READINGS: COMMISSIONERS Consent Agenda:

- A. Custom Sign Service LLC Contractor / 3350 Centennial Park Dr. ~ Carson City, NV
- B. RAD Pizza Out of County / 825 Delucchi Ln. Apt. 1168 ~ Reno, NV
- C. Sean Craig's Plumbing LLC Contractor / 3231 N. Decatur Blvd. Ste 225 ~ Las Vegas, NV
- **D.** Supreme Plumbing LLC Contractor / 395 Freeport Blvd. Ste. 8 ~ Sparks, NV
- E. Westex Consulting Engineers, LLC Professional / 220 S. Rock Ste. 12 ~ Reno, NV

Ec: Community Development Commissioner's Office Planning Department Comptroller's Office Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/21/ BOCC Meeting	2023 10:00 AM -	Estimate of Time Required: 0 min						
	Agenda Item Type: Consent Agenda							
• <u>Title:</u> Approval of claims in the amount of \$2,786,731.84								
• <u>Recommende</u>	ed motion: Approval of	claims as submitted						
• <u>Prepared by:</u>	• <u>Prepared by:</u> Cory Y Wood							
<u>Department:</u>	<u>Contact Nun</u>	<u>nber:</u> 7758471133						
• <u>Staff Summa</u>	ry: Please find attached	claims						
 <u>Supporting N</u> 	faterials: See attached							
• Fiscal Impact	<u>t:</u> N/A							
• Legal review	required: False							
• <u>Reviewed by:</u>								
Departn	nent Head	Department Name:						
County	Manager	Other Agency Review:						

[] Approved	[] Approved with Modification
[] Denied	[] Continued

1/5/2023 11:03:20 AM			HSA Contributions	HSA Contributions		INV0017208 HSA Contributions	Vendor Set: 01 - Storey County Vendors 405424 - OPTUM BANK, MEMBER FDIC
			HSA Contributions 0.00	HSA Contributions 0.00		HSA Contributions 0.00	ty Vendors IBER FDIC
Processed & Approved B			0.00	0.00		0.00	Price
			1/6/2023 125.00	1/6/2023 2,386.66		1/6/2023 11,758.66	Amount
County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes Processed & Submitted to Treasurer by Comptroller Admin D Approved By: Comptroller Pasurer Deputy County Comptroller Admin D Date D Date D		Vendors: (1) Tota	DFT0001313 001-29506-000	DFT0001312 250-29506-000 290-29506-000	020-29506-000 090-29506-000 130-29506-000 230-29506-000	DFT0001311 001-29506-000	Account Number
County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes Jubmitted to Treasurer by Comptroller Admin Date	vendors: (1) Report Total:	8	1/6/2023 Insurances	1/6/2023 Fire-Ins Fire-Ins	Rds-Ins Wtr-Ins Swr-Ins VCTC-Ins	1/6/2023 Insurances	Account Name
	14,270.32	14,270.32	125.00 (125.00	2,386.66 (2,286.66 100.00	773.21 214.03 165.93 150.00	14,270.32 11,758.66 10,455.49	Dist Amount
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# 13430.32 on $1/a/23$ # 190. on $1/23/23$ # 150- on $2/6/23$ Page 1 of 1	14,270.32	14,270.32	125.00	2,386.66		14,270.32 11,758.66	
N/a/23	14,270.32	14,270.32	125.00	2,386.66		14,270.32 11,758.66	r ayıncır

Posting Date Range 01/06/2023 - 01/06/2023 Vendor History Report **By Vendor Name**

Payment Date Range 01/06/2023 - 01/06/2023

STOREY COUNTY

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Payable Number Item Description

Description Units

Price

Amount

Account Number

Account Name Payment Date

Amount Shipping Dist Amount

Tax Discount

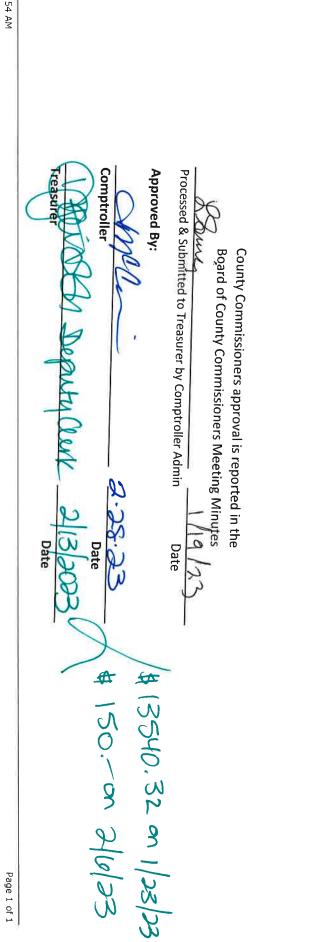
Net

Payment

1099 Payment Number

Post Date

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AM



		ntributions	INV0017252 HS		HSA Contributions	INV0017251 HS.					HSA Contributions	INV0017250 HS.	405424 - OPTUM BANK, MEMBER FDIC	Vendor Set: 01 - Storey County Vendors	Item Description	Payable Number De	ANTINI S		· 102.	and the second s
		0.00	HSA Contributions		0.00	HSA Contributions					0.00	HSA Contributions	FDIC	ndors	Units	Description				
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		125.00	1/20/2023		2,436.66	1/20/2023					11,128.66	1/20/2023			Amount	Post Date				
	Vendors: (1) To	001-29506-(DET0001323	290-29506-000	250-29506-000	DFT0001322	230-29506-000	130-29506-000	090-29506-000	020-29506-000	001-29506-000	DFT0001321			Account Number	1099 Payment Number				
Vendors: (1) Report Total:	Total 01 - Storey County Vendors:	Insur	3 1/20/2023	Fire-Ins	Fire-Ins	2 1/20/2023	VCTC-Ins	Swr-Ins	Wtr-Ins	Rds-Ins	Insurances	1 1/20/2023			Account Name	Jmber Payment Date				
13,690.32	13,690.32		125.00	1	2,3	2,436.66	1	1	2	4	10,1	11,128.66	13,690.32		Dist Amount	Amount Shipping				
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13,690.32	13,690.32		125.00			2,436.66						11,128.66	13,690.32			Net		Pavment Date Range 01/20/2023 - 01/20/2023	Posting Date Range 01/20/2023 - 01/20/2023	•
13,690.32	13,690.32		125.00			2,436.66						11,128.66	13,690.32			Payment		/20/2023	1/20/2023	

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Vendor History Report

STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 2/2/2023-2/2/2023

Packet: PRPKT01652 - Payroll Correction Process BOWMAN, CHARLES 17275 Payroll Set: Storey County - 01

Туре	Count	Amount	
Regular Checks	0	0.00	
Manual Checks	0	0.00	
Reversals	0	0.00	
Voided Checks	0	0.00	<i>m</i>
Direct Deposits	1	537.12	
Total	1	537.12	S

County Commissioners approval is repo	orted in the
Board of County Commissioners Meeti	
duy Suns	212/23
Processed & Submitted to Treasurer by Comptroller Admi	n Date
Approved By:	1.78.73
Comptroller	Date
Treasurer Deputy clerk	2 9/23 Date

Payroll Check Register Report Summary Pay Period: 1/16/2023-1/29/2023

STOREY COUNTY



Packet: PRPKT01649 - 2023-02-03 Payroll LS Payroll Set: Storey County - 01

Туре	Count	Amount
Regular Checks	4	4,790.18
Manual Çhecks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	190	382,957.94
Total	194	387,748.12

County Commissioners approval is repor	
Board of County Commissioners Meeting	g Minutes
2 Suy	211123
Processed & Submitted to Treasurer by Comptroller Admin	Date
Approved By: Comptroller Comptroller Heasurer DeputyClerk Theasurer	2-28-23 Date 2923 Date Date

STOREY COUNTY

Vendor History Report **By Vendor Name**

Payment Date Range 02/03/2023 - 02/03/2023 Posting Date Range 02/03/2023 - 02/03/2023

Discount

Net

Payment

0.00

13,232.28 60,893.63

13,232.28 60,893.63

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0.00	0.00	/ Vendors: 60,893.63	Total 01 - Storey County Vendors:	Vendors: (1) Total 01				
0.00	0.00 74.47	74.47	2/3/2023 Federal w/holding	DFT0001344 001-29501-000	2/3/2023 74.47	x w/held 0.00	Federal Income Tax w/held 1x w/h 0.00 0.0	INV0017317 F Federal Income Tax w/h
0.00	0.00 18.00	18.00	2/3/2023 Medicare	DFT0001343 001-29503-000	2/3/2023 18.00	0.00	Medicare 0.00	INVO017316 Medicare
0.00	.76 0.00 46,377.76	46,377.76 0.00 46,377.76	2/3/2023 Federal w/holding	DFT0001341 001-29501-000	2/3/2023 46,377.76	x w/held 0.00	Federal Income Tax w/held x w/h 0.00 0.0	INV0017314 F Federal Income Tax w/h
0.00	12 0.00 1,191.12	1,191.12 1,1	2/3/2023 Social Security	DFT0001340 001-29505-000	2/3/2023 1,191.12	0.00	Social Security 0.00	INV0017313 Social Security
0.00	28 0.00 13,232.28	13,232.28 13,2	2/3/2023 Medicare	DFT0001339 001-29503-000	2/3/2023 13,232.28	0.00	Medicare 0.00	INV0017312 Medicare
0.00	0.00	60,893.63					UE SERVICE	Vendor Set: 01 - Storey County Vendors 404300 - INTERNAL REVENUE SERVICE
Tax	Shipping 10unt	Amount Shipping Dist Amount	Payment Date Account Name	1099 Payment Number Account Number	Post Date Amount	Price	Description Units	Payable Number Item Description
								ACTURE A

Processed & Submitted to Treasurer by Comptroller Admin Sum Board of County Commissioners Meeting Minutes Date

County Commissioners approval is reported in the

Vendors: (1)

Report Total:

60,893.63

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Approved By: 299/23

Date

2/9/2023 3:23:56 PM				INV0017291 HSA Contributions	INV0017290 HSA Contributions		INV0017289 HSA Contributions	Vendor Set: 01 - Storey County Vendors 405424 - OPTUM BANK, MEMBER FDIC	Payable Number Item Description	
				HSA Contributions 0.00	HSA Contributions 0.00		HSA Contributions 0.00	Vendors 3ER FDIC	Description Units	,
	Trea App			0.00	0.00		0.00		Price	
	Cour Boar Processed & Surbmit Approved By: Comptroller			2/3/2023 125.00	2/3/2023 2,436.66		2/3/2023 11,943.66		Post Date Amount	,
	County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes Processed & Submitted to Treasurer by Comptroller Admin C Approved By: Comptroller Comptroller	Vent	Vendors: (1) Total 01	DFT0001338 001-29506-000	DFT0001337 250-29506-000 290-29506-000	020-29506-000 090-29506-000 130-29506-000 230-29506-000	DFT0001336 001-29506-000		1099 Payment Number Account Number	
	g Minut	Vendors: (1) Report Total:	Total 01 - Storey County Vendors:	2/3/2023 Insurances	2/3/2023 Fire-Ins Fire-Ins	Rds-Ins Wtr-Ins Swr-Ins VCTC-Ins	2/3/2023 Insurances	- - - -	Payment Date Account Name	
~	he es a Date Date	14,505.32 0.	14,505.32 0.	125.00 0.00 125.00	2,436.66 0.00 2,315.53 121.13	332.20 248.00 237.98 250.00	11,943.66 0.00 10,875.48		Amount Shipping Dist Amount	
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	I I I I I I I I I I I I I I I I I I I	14,505.32	14,505.32	125.00	2,436.66		11,943.66	14,505.32	Net	
Page 1 of 1	22	14,505.32	14,505.32	125.00	2,436.66		11,943.66	14,505.32	Payment	3

Vendor History Report By Vendor Name

Posting Date Range 02/03/2023 - 02/03/2023 Payment Date Range 02/03/2023 - 02/03/2023

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STOREY COUNTY

Packet: APPKT05002 - 2023-02-03 PR payment LS

By Check Number

ALENADD.						
Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-A	AP Bank				00.555.40	10071
405456	PUBLIC EMPLOYEES RETIREMENT B(02/03/2023	EFT	0.00	90,666.19	10371
404639	VOYA RETIREMENT INS	02/03/2023	EFT	0.00	8,725.48	10372
300003	AFLAC	02/03/2023	Regular	0.00	974.59	109242
300008	AFSCME LOCAL4041	02/03/2023	Regular	0.00	453.87	109243
405610	CALIFORNIA STATE DISBERSEMENT	02/03/2023	Regular	0.00	395.50	109244
405519	CIGNA HEALTH & LIFE INSURANCE C	02/03/2023	Regular	0.00	132,559.24	109245
300001	COLONIAL LIFE & ACCIDENT INS CO	02/03/2023	Regular	0.00	103.38	109246
404704	NATIONWIDE	02/03/2023	Regular	0.00	92.85	109247
405264	FIDELITY SEC LIFE INS CO	02/03/2023	Regular	0.00	1,235.24	109248
405263	KANSAS CITY LIFE INS CO	02/03/2023	Regular	0.00	7,275.82	109249
406598	MICHIGAN STATE DISBURSEMENT L	02/03/2023	Regular	0.00	599.31	109250
300011	NEVADA STATE TREASURER	02/03/2023	Regular	0.00	2.00	109251
406600	NORTHWEST FIRE FIGHTER BENEFIT	02/03/2023	Regular	0.00	35,498.42	109252
103233	PUBLIC EMPLY RETIREMENT SYSTEN	02/03/2023	Regular	0.00	774.00	109253
300010	STATE COLLECTION & DISBURSEMEI	02/03/2023	Regular	0.00	96.54	109254
300006	STOREY CO FIRE FIGHTERS ASSOC	02/03/2023	Regular	0.00	1,620.00	109255
300005	WASHINGTON NATIONAL INS	02/03/2023	Regular	0.00	1,530.25	109256
300002	WESTERN INSURANCE SPECIALTIES	02/03/2023	Regular	0.00	251.80	109257

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment	X
Regular Checks	25	16	0.00	183,462.81	\mathcal{O}
Manual Checks	0	0	0.00	0.00	
Voided Checks	0	0	0.00	0.00	
Bank Drafts	0	0	0.00	0.00	_
EFT's	6	2	0.00	99,391.67	QF
-	31	18	0.00	282,854.48	V

County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes

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Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By: Date Comptroller Date



STOREY COUNTY

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2023	282,854.48
			282,854.48

STOREY COUNTY

Packet: APPKT05005 - 2023/02/03 PERS 715

By Check Number

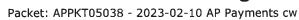
	ALCUMP?	Vendor DBA Name	Payme	ent Date	Payment 1	Гуре	Discount Amount	Payment Amount	Number
Ba	endor Number ank Code: AP Bank-Al 05456		-		EFT		0.00	61,218.78	10373
			Bank	Code AP Bank Si	ummary				
				Payable	Payment				
		Payment Type		Count	Count	Discount	Payment		
		Regular Checks		0	0	0.00	0.00		
		Manual Checks	36	0	0	0.00	0.00		
		Voided Checks		0	0	0.00	0.00		
				0 0	0	0.00	0.00		
		Bank Drafts EFT's		3	1	0.00	61,218.78		
		LET S		3	1	0.00	61,218.78		

County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes
Processed & Submitted to Treasurer by Comptroller Admin Date
Approved By:
Comptroller Treasurer Treasurer Date Date Date Date

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Fund	Name	Period	Amount
999	Pooled Cash Account	2/2023	61,218.78
			61,218.78

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STOREY COUNTY

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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-A		· · · ·				
406777	DOWL LLC	02/10/2023	EFT	0.00	26,574.75	10374
404671	PORTER GROUP LLC	02/10/2023	EFT	0.00	6,000.00	10375
403795	ALPINE LOCK INC	02/10/2023	Regular	0.00	122.85	109258
100135	ALSCO INC	02/10/2023	Regular	0.00	165.46	109259
406619	AMAZON BUSINESS	02/10/2023	Regular	0.00	150.78	109260
403651	ARC HEALTH AND WELLNESS	02/10/2023	Regular	0.00	5,979.00	
406683	SIERRA MEAT CO, FLOCCHINI FAM P		Regular	0.00	2,494.01	
100073	AUTO & TRUCK ELECTRIC, INC	02/10/2023	Regular	0.00	1,040.00	
101605	SIERRA ELECTRONICS	02/10/2023	Regular	0.00	1,325.00	
405077	MACKAY MANSION	02/10/2023	Regular	0.00	67.50	
100422	BOB BARKER COMPANY INC	02/10/2023	Regular	0.00		109266
103160	BOTCHA CALOOP'S INC	02/10/2023	Regular	0.00	45.00	109267
404634	SIX MILE CANYON MINI STORAGE	02/10/2023	Regular	0.00	60.00	
403671	WASHOE CLUB MUSEUM	02/10/2023	Regular	0.00		109269
99763	CANYON GENERAL IMPROVEMENT I		Regular	0.00	58.20	109270
406718	CAPURRO, LISA M.	02/10/2023	Regular	0.00		109271
404500	CARSON DODGE CHRYSLER INC	02/10/2023	Regular	0.00	40,618.00	
405831	CARSON NOW LLC	02/10/2023	Regular	0.00		109273
404216	CARSON VALLEY OIL CO	02/10/2023	Regular	0.00	10,955.45	
99720	CASELLE INC	02/10/2023	Regular	0.00		109275
100654	CINDERLITE TRUCKING CORP	02/10/2023	Regular	0.00		109276
404798	CINTAS CORPORATION NO. 2	02/10/2023	Regular	0.00	1,486.11	
100505	CITY OF CARSON TREASURER	02/10/2023	Regular	0.00		109278
403822	COLLECTION SERVICE OF NEV	02/10/2023	Regular	0.00		109279
403990	COMSTOCK CEMETERY FOUNDAT	02/10/2023	Regular	0.00	20,833.30	
406406	COMSTOCK PROPANE	02/10/2023	Regular	0.00	7,762.87	
404466	FIRST CHOICE COFFEE SRV	02/10/2023	Regular	0.00	-	109282
99652	COMSTOCK CHRONICLE	02/10/2023	Regular	0.00		109283
404547	FACTORY MOTOR PARTS	02/10/2023	Regular	0.00		109284
406787	ERIC'S MOBILE GLASS LLP	02/10/2023	Regular	0.00		109285
404509	FASTENAL COMPANY	02/10/2023	Regular	0.00		109286
404117	FLEET HEATING & AIR INC	02/10/2023	Regular	0.00		109287
405969	FLEETPRIDE, INC	02/10/2023	Regular	0.00		109288
103470	GREAT BASIN TERMITE & PEST CON	02/10/2023	Regular	0.00		109289
404394	GTP ACQUISITIONS PARTNERS, LLC	02/10/2023	Regular	0.00	1,216.30	
102983	USABLUEBOOK	02/10/2023	Regular	0.00	1,245.55	
406603	HUSTLER HYDRAULICS LLC	02/10/2023	Regular	0.00		109292
102564	HYDRAULIC INDUSTRIAL SERVICES II		Regular	0.00	37.74	109293
406707	AT&T ILLINOIS, AT&T WHOLESALE	02/10/2023	Regular	0.00		109294
404328	INTERCEPT INC	02/10/2023	Regular	0.00		109295
100978	INTERSTATE OIL CO	02/10/2023	Regular	0.00	5,110.36	
100885	IRON MOUNTAIN	02/10/2023	Regular	0.00		109297
403834	IT1 SOURCE LLC	02/10/2023	Regular	0.00	1,128.85	
103317	SILVER STATE INTERNATIONAL TRU(• •	Regular	0.00	6,732.97	
406428	J W WELDING SUPPLIES & TOOLS	02/10/2023	Regular	0.00	1,129.22	
103032	JOHN DEERE FINANCIAL POWERPLA		Regular	0.00	-	109301
406791	JOHNSON, KANOKJAN	02/10/2023	Regular	0.00		109302
403563	JUSTICE AV SOLUTIONS, INC	02/10/2023	Regular	0.00	5,170.00	
101030	LIFE-ASSIST INC	02/10/2023	Regular	0.00	1,546.08	
404849	LINDE GAS & EQUIPMENT INC.	02/10/2023	Regular	0.00	-	109305
405048		02/10/2023	Regular	0.00		109306
403048	LIQUID BLUE EVENTS LLC	02/10/2023	Regular	0.00	2,400.00	
405548	LUMOS & ASSOCIATES, INC	02/10/2023	Regular	0.00	10,010.50	
405548	M & M GRANITE LLC	02/10/2023	Regular	0.00	1,362.00	
		52, 10, 2025		0.00	1,502.00	200000

Packet: APPKT05038-2023-02-10 AP Payments cw

Check Register						i ruymento e
Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404363	MA LABS INC	02/10/2023	Regular	0.00	58.01	109310
102857	MICHAEL HOHL MOTOR CO	02/10/2023	Regular	0.00	635.72	109311
405144	MOTOROLA SOLUTIONS INC	02/10/2023	Regular	0.00	2,290.80	109312
101228	NEV ADMIN BLDG & GROUNDS	02/10/2023	Regular	0.00	5,994.48	109313
101226	NEV COMPTROLLER	02/10/2023	Regular	0.00	4,948.00	109314
403317	NEV DEPT PUBLIC SAFETY	02/10/2023	Regular	0.00	925.75	109315
406706	AT&T NEVADA	02/10/2023	Regular	0.00	262.28	109316
403632	NEVADA BLUE LTD (RNO)	02/10/2023	Regular	0.00	100.00	109317
101269	NEVADA LEGAL SERVICE INC	02/10/2023	Regular	0.00	604.00	109318
403922	NEVADA ORGANIZATION OF BU	02/10/2023	Regular	0.00	150.00	109319
406792	NORRED, MICHAEL	02/10/2023	Regular	0.00	243.92	109320
406417	OOSOSHARP, LLC	02/10/2023	Regular	0.00	1,157.22	109321
405127	O'REILLY AUTO PARTS	02/10/2023	Regular	0.00	715.16	109322
403398	OWENS EQUIPMENT SALES	02/10/2023	Regular	0.00	371.18	109323
103125	PENNSYLVANIA GLOBE	02/10/2023	Regular	0.00	32,895.00	109324
403895	WAY IT WAS MUSEUM	02/10/2023	Regular	0.00		109325
404837	PIPER'S OPERA HOUSE	02/10/2023	Regular	0.00	18.00	109326
101435	PITNEY BOWES GLOBAL FINANCIAL :		Regular	0.00	1,065.81	109327
403329	PROTECTION DEVICES INC	02/10/2023	Regular	0.00	809.85	109328
103221	PEBP	02/10/2023	Regular	0.00	2,231.56	109329
404398	RAD STRATEGIES INC	02/10/2023	Regular	0.00	6,825.00	
404863	REFUSE, INC	02/10/2023	Regular	0.00	215.76	109331
405777	RENO BRAKE, INC	02/10/2023	Regular	0.00		109332
406795	ROHEL, GAVIN	02/10/2023	Regular	0.00	1,278.43	109333
406778	•	02/10/2023	Regular	0.00	890.00	109334
406367	SHEPHERD SCOTT F.	02/10/2023	Regular	0.00		109335
405081	SHERMARK DISTRIBUTORS INC	02/10/2023	Regular	0.00	1,005.05	
102461	SIERRA CONTROLS LLC	02/10/2023	Regular	0.00	2,668.75	
101630	NV ENERGY	02/10/2023	Regular	0.00	317.24	109338
101630	NV ENERGY	02/10/2023	Regular	0.00	234.67	109339
101630	NV ENERGY	02/10/2023	Regular	0.00	20,962.16	109340
	Void	02/10/2023	Regular	0.00	0.00	109341
406796	SLOAN VAZQUEZ MCAFEE	02/10/2023	Regular	0.00	11,535.23	109342
406793	SNOQUIP, INC	02/10/2023	Regular	0.00	198,288.56	109343
101658	SPB UTILITY SERVICES INC	02/10/2023	Regular	0.00	9,980.00	109344
101717	ST CO SCHOOL DISTRICT	02/10/2023	Regular	0.00	24,224.94	109345
101745	ST CO WATER SYSTEM	02/10/2023	Regular	0.00	3,220.81	109346
101745	ST CO WATER SYSTEM	02/10/2023	Regular	0.00	427.58	109347
405475	STAPLES BUSINESS ADVANTAGE	02/10/2023	Regular	0.00	794.25	109348
101229	STATE OF NEVADA	02/10/2023	Regular	0.00	1,170.00	109349
101229	STATE OF NEVADA	02/10/2023	Regular	0.00	125,726.47	109350
403892	PONDEROSA MINE TOURS	02/10/2023	Regular	0.00	224.00	109351
405705	TELEFLEX LLC	02/10/2023	Regular	0.00	677.50	109352
405124	CHOLLAR MINE 1859 LLC	02/10/2023	Regular	0.00	265.50	109353
404615	THE ANTOS AGENCY	02/10/2023	Regular	0.00	2,575.00	109354
404845	THOMAS PETROLEUM LLC	02/10/2023	Regular	0.00	7,402.42	109355
404030	TAHOE SIERRA DISTRIBUTING CO	02/10/2023	Regular	0.00	360.00	109356
406738	UBEO BUSINESS SERVICES	02/10/2023	Regular	0.00	53.80	109357
403667	UNITED ELECTRICAL SER INC	02/10/2023	Regular	0.00	16,905.71	109358
406623	US FOODS INC	02/10/2023	Regular	0.00	3,654.49	109359
101845	US POSTOFFICE (VC)	02/10/2023	Regular	0.00		109360
101845	US POSTOFFICE (VC)	02/10/2023	Regular	0.00		109361
404828	V & T ROCK, INC	02/10/2023	Regular	0.00		109362
403983	VCTC	02/10/2023	Regular	0.00		109363
405729	VERITEQUE USA, INC	02/10/2023	Regular	0.00		109364
405574	WASHOE COUNTY FORENSIC SCIEN(02/10/2023	Regular	0.00		109365
101920	WESTERN NEVADA SUPPLY CO	02/10/2023	Regular	0.00	726.02	109366

Packet: APPKT05038-2023-02-10 AP Payments cw

Check Register
Vendor Number

404295

or Number 5	Vendor DBA Name WELLS ONE COMMERCIAL CARD	Payment Date 02/10/2023	Payment Bank Draf		Discount Amount 0.00	Payment Amount 42,573.75	Number DFT0001345
		Bank Code AP Bank	Summary				
	Payment Type	Payable Count	Payment Count	Discount	Payment		
	Regular Checks	235	108	0.00	640,888.35 📈		
	Manual Checks	0	0	0.00	0.00		
	Voided Checks	0	1	0.00	0.00		
	Bank Drafts	36	1	0.00	42,573.75		
	EFT's	7	2	0.00	32,574.75	•	
		278	112	0.00	716,036.85		

County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes L 2 A

Processed & Submitted to Treasurer by Comptroller Admin

9/2023 Date

Approved By: troller Treasurer Deputy Clerk 2.13.2003

Date

Date

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2023	716,036.85
			716,036.85



STOREY COUNTY

Packet: APPKT05052 - 2023-02-16 Bowers & Battle Born Em Tech cw

By Check Number

Vendor Number	Vendor DBA Name	Paym	ent Date	Payment Type		Discount Amo	ount	Payment Amount	Number
Bank Code: AP Bank-/	AP Bank							024.00	10380
406803	BOWERS, BARBARA	02/16	5/2023	EFT			0.00	834.90	
406797	BATTLE BORN EMERGENCY TECH	02/16	5/2023	Regular		(0.00	14,906.44	109380
		Bank	Code AP Bank	Summary					
			Payable	Payment					
	Payment Type	-	Count	Count	Discount	Payment	N	/	
	Regular Checks		2	1	0.00	14,906.44	un		
	Manual Checks		0	0	0.00	0.00	-		
	Voided Checks		0	0	0.00	0.00			
	Bank Drafts		0	0	0.00	0.00			
	EFT's		1	1	0.00	834.90			

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15,741.34

County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes 06 2 2023 6

Processed & Submitted to Treasurer by Comptroller Admin

Approved By: Comptroller Treas

Date

Date

Fund	Name	Period	Amount
999 Pooled Cash Account		2/2023	15,741.34
			15,741.34

86,886.63 10376

468.00 10377 8,725.48 10378

974.59 109367

472.90 109368

395.50 109369

103.38 109371

92.85 109372

599.31 109373

3,067.45 109375

774.00 109376

96.54 109377

1,620.00 109378

1,617.93 109379

2.00 109374

3,026.19 109370

Packet: APPKT05050 - 2023-02-17 Payment Process LS

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Discount Amount Payment Amount Number

By Check Number

Vendor DBA Name	Payment Date	Payment Type
P Bank		
PUBLIC EMPLOYEES RETIREMENT B(02/17/2023	EFT
SCSO EMPLOYEES ASSOCIATIO	02/17/2023	EFT
VOYA RETIREMENT INS	02/17/2023	EFT
AFLAC	02/17/2023	Regular
AFSCME LOCAL4041	02/17/2023	Regular
CALIFORNIA STATE DISBERSEMENT	02/17/2023	Regular
CIGNA HEALTH & LIFE INSURANCE C	ď2/17/2023	Regular
COLONIAL LIFE & ACCIDENT INS CO	02/17/2023	Regular
NATIONWIDE	02/17/2023	Regular
MICHIGAN STATE DISBURSEMENT L	02/17/2023	Regular
	P Bank PUBLIC EMPLOYEES RETIREMENT B(SCSO EMPLOYEES ASSOCIATIO VOYA RETIREMENT INS AFLAC AFSCME LOCAL4041 CALIFORNIA STATE DISBERSEMENT CIGNA HEALTH & LIFE INSURANCE C COLONIAL LIFE & ACCIDENT INS CO NATIONWIDE	P Bank 02/17/2023 PUBLIC EMPLOYEES RETIREMENT BC 02/17/2023 SCSO EMPLOYEES ASSOCIATIO 02/17/2023 VOYA RETIREMENT INS 02/17/2023 AFLAC 02/17/2023 AFSCME LOCAL4041 02/17/2023 CALIFORNIA STATE DISBERSEMENT 02/17/2023 CIGNA HEALTH & LIFE INSURANCE C 02/17/2023 COLONIAL LIFE & ACCIDENT INS CO 02/17/2023 NATIONWIDE 02/17/2023

02/17/2023

02/17/2023

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STOREY COUNTY

NEVADA STATE TREASURER

STOREY CO FIRE FIGHTERS ASSOC

NORTHWEST FIRE FIGHTER BENEFIT 02/17/2023

PUBLIC EMPLY RETIREMENT SYSTEM 02/17/2023

STATE COLLECTION & DISBURSEMEI 02/17/2023

WASHINGTON NATIONAL INS	02/17/2023	Regular		0.00
	Bank Code AP Bank S	Summary		
	Payable	Payment		
Payment Type	Count	Count	Discount	Payment 💦 🗸
Regular Checks	18	13	0.00	12,842.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	3	0.00	96,080.11
	25	16	0.00	108,922.75

Regular

Regular

Regular

Regular

Regular

County Commissioners approval is reported in the

Board of County Commissioners Meeting Minutes 5

Processed & Sybmitted to Treasurer by Comptroller Admin

Date

Approved By:

Deputy Clerk Date Comptroller Treasurer

300011

406600

103233

300010

300006

300005

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2023	108,922.75
			108,922.75

Packet: APPKT05051 - 2023/02/17 PERS 715 LS

By Check Number

							,	
Vendor Number Bank Code: AP Bank-Al	Vendor DBA Name 9 Bank	Paym	ent Date	Payment	Туре	Discount Amount	Payment Amount	Number
405456	PUBLIC EMPLOYEES RETIREMENT B(02/17	/2023	EFT		0.00	61,406.64	10379
		Bank	Code AP Bank S	ummary				
			Payable	Payment				
	Payment Type		Count	Count	Discount	Payment		
	Regular Checks	Ŧ	0	0	0.00	0.00		
	Manual Checks		0	0	0.00	0.00		
	Voided Checks		0	0	0.00	0.00		
	Bank Drafts		0	0	0.00	0.00		
	EFT's		2	1	0.00	61,406.64		
			2	1	0.00	61,406.64		

STOREY COUNTY

County Commissioners approval is reported	in the
Board of County Commissioners Meeting Mi	nutes /
_auno m.	helps
Processed & Submitted to Treasurer by Comptroller Admin	Date
Approved By:	
Comptroller 2	-28-23
Agenty Deputy clerk	Date
measurer	

Date

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2023	61,406.64
			61,406.64

Ŧ			INV0017360 F Federal Income Tax w/h	INV0017359 Social Security	404300 - INTERNAL REVENUE SERVICE INV0017358 Medicare Medicare	Payable Number Item Description	s S S
			Federal Income Tax w/held w/h 0.00 0.0	Social Security 0.00	FE SERVICE Medicare 0.00	Description Units	STOREY COUNTY
Proces			w/held 0.00	0.00	0.00	Price	
County C Board of Processed & Submitted			2/17/2023 50,924.54	2/17/2023 925.46	2/17/2023 13,525.90	Post Date Amount	l <u>a</u>
County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes Processed & Double Admin Date		Vendors: (1)	DFT0001352 001-29501-000	DFT0001351 001-29505-000	DFT0001350 001-29503-000	1099 Paymen Account Number	÷
oproval is repor sioners Meetin	Vendors: (1)	Total 01 - Storey County Vendors:		Socia	Medi	Payment Number Payment nber Account Name	
g Minutes	Report Total:	ounty Vendors:	2/17/2023 Federal w/holding	2/17/2023 al Security	2/17/2023 care	Payment Date unt Name	
and the second second	65,375.90	65,375.90	50,924.54 (50,924.54	925.46 92	65,375.90 (13,525.90 (13,525.90	Amount Ship Dist Amount	
	0.00	0.00	0.00 4.54 *	0.00 925.46	0.00 0.00 5.90	Shipping mount	Posti Payme
	0.00	0.00	0.00	0.00	0.00	Тах	Vend ng Date R ent Date R
	0.00	0.00	0.00	0.00	0.00	Discount	or His B ange 02/1 ange 02/1
	65,375.90	65,375.90	50,924.54	925.46	65,375.90 13,525.90	Net	Vendor History Report By Vendor Name Posting Date Range 02/17/2023 - 02/17/2023 Payment Date Range 02/17/2023 - 02/17/2023
	65,375.90	65,375.90	50,924.54	925.46	65,375.90 13,525.90	Payment	eport • Name /17/2023 /17/2023

surer Foller 51 Deputy Clerk 2-0

1 20160 Date / Date

2/15/2023 1:34:45 PM

Page 1 of 1



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 1/30/2023-2/12/2023

Packet: PRPKT01670 - 2023-02-17 Payroll LS Payroll Set: Storey County - 01

Туре	Count	Amount
Regular Checks	4	4,572.80
Manual €hecks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1 87	389,589.61
Total	191	394,162.41

County Commissioners approval is report	ed in the
Board of County Commissioners Meeting	Minutes
Processed & Submitted to Treasurer by Comptroller Admin	Date
Approved By:	2-28-23
Comptroller	Date
Comptroller	20103
Theasurer	Date

Mixed Contributions 2/17/203 DFT0001347 2/17/2033 DFT0001347 2/17/2033 Description Move and and an antiparticipartiparticiparticiparticiparticipartipartiparticiparticip	Amount 0.00 0.00 13.455.32	STOREY COUNTY STOREY COUNTY STOREY COUNTY Posting Date Range 02/17/2023 - 02/17/2023 Payment Date Range 02/17/2023 - 02/17/2023
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Approved By: Comptroller 18:23 Ŷ Date

Date

Processed Jubmitted to Treasurer by Comptroller Admin 2/15/23 Date

2/15/2023 1:35:22 PM

Packet: APPKT05084 - 2023-02-24 AP Payments cw

A CONTRACTOR OF THE OWNER

STOREY COUNTY

By Check	Number
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Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number		
	vendor Number Vendor DBA Name Payment Date Payment Type Discount Amount Payment Amount Number Bank Code: AP Bank-AP Bank							
405205	NEV DEPT HEALTH/HUMAN SVC	02/24/2023	EFT	0.00	6,550.00	10381		
406510	SILVER STATE GOVERNMENT RELAT		Regular	0.00	4,000.00	109381		
403795	ALPINE LOCK INC	02/24/2023	Regular	0.00	46.40			
100135	ALSCO INC	02/24/2023	Regular	0.00	189.76	109383		
406619	AMAZON BUSINESS	02/24/2023	Regular	0.00	38.83	109384		
403651	ARC HEALTH AND WELLNESS	02/24/2023	Regular	0.00	2,824.00	109385		
406683	SIERRA MEAT CO, FLOCCHINI FAM P		Regular	0.00		109385		
100073	AUTO & TRUCK ELECTRIC, INC	02/24/2023	Regular	0.00		109387		
405077	MACKAY MANSION	02/24/2023	Regular	0.00		109388		
406408	BRADY INDUSTRIES OF NEVADA LLC		Regular	0.00		109389		
100471	MOUNDHOUSE TRUE VALUE HARD		Regular	0.00	1,626.95			
403621	ROADSHOWS, INC	02/24/2023	Regular	0.00	1,000.00	109391		
403671	WASHOE CLUB MUSEUM	02/24/2023	Regular	0.00		109391		
100463	Hospital Collection Services	02/24/2023	Regular	0.00	1,075.47			
406806	CALDWELL, ALICIA	02/24/2023	Regular	0.00		109393		
100486	CAPITOL REPORTERS	02/24/2023	Regular	0.00	2,253.40	109395		
404216	CARSON VALLEY OIL CO	02/24/2023	Regular	0.00		109395		
406805	CERDA, HIPOLITO	02/24/2023	Regular	0.00	•	109396		
405519	CIGNA HEALTH & LIFE INSURANCE C		Regular	0.00				
405134	CMC TIRE INC	02/24/2023	Regular	0.00	17,831.04	109398		
403822	COLLECTION SERVICE OF NEV	02/24/2023	Regular	0.00		109399		
404868	PRECISION DOCUMENT IMAGING	02/24/2023	Regular		663.25	109400		
406406	COMSTOCK PROPANE	02/24/2023	•	0.00	4,200.00			
100670	CFOA	02/24/2023	Regular	0.00	8,266.84	109402		
103220	ON THE SIDE GRAPHICS & SIGNS		Regular	0.00	120.00	109403		
404466		02/24/2023	Regular	0.00	65.00	109404		
99652	FIRST CHOICE COFFEE SRV	02/24/2023	Regular	0.00	69.95	109405		
406010		02/24/2023	Regular	0.00	131.25	109406		
100717	DEITZ MEDIA & MARKETING, LLC	02/24/2023	Regular	0.00	27,217.64			
403576	DELTA FIRE SYSTEMS INC	02/24/2023	Regular	0.00	3,972.65	109408		
405378	DOMINION VOTING SYSTEMS INC.	02/24/2023	Regular	0.00	14,904.42			
406799	DURDEN, DEBORAH	02/24/2023	Regular	0.00	76.64	109410		
406787		02/24/2023	Regular	0.00	3,663.75	109411		
404509	ERIC'S MOBILE GLASS LLP	02/24/2023	Regular	0.00	800.00	109412		
101485		02/24/2023	Regular	0.00	336.04	109413		
405264	FERGUSON ENTERPRISES INC	02/24/2023	Regular	0.00		109414		
	FIDELITY SEC LIFE INS CO	02/24/2023	Regular	0.00	237.51			
404117	FLEET HEATING & AIR INC	02/24/2023	Regular	0.00	529.00			
405969	FLEETPRIDE, INC	02/24/2023	Regular	0.00	495.22			
404896	GOLDEN GATE/SET PETROLEUM	02/24/2023	Regular	0.00	2,523.18			
103470	GREAT BASIN TERMITE & PEST CON		Regular	0.00		109419		
406808	HALTERMAN, CHARLOTTE	02/24/2023	Regular	0.00		109420		
405293	HIGHLAND ELECTRIC AND LIGHTING		Regular	0.00	5,670.00			
102564	HYDRAULIC INDUSTRIAL SERVICES II		Regular	0.00		109422		
100978	INTERSTATE OIL CO	02/24/2023	Regular	0.00	1,054.40			
403834	IT1 SOURCE LLC	02/24/2023	Regular	0.00	821.99			
103317	SILVER STATE INTERNATIONAL TRU(Regular	0.00	•	109425		
406428	J W WELDING SUPPLIES & TOOLS	02/24/2023	Regular	0.00	125.68			
406617	JOHN H BURROWS INC	02/24/2023	Regular	0.00	516.63			
405263	KANSAS CITY LIFE INS CO	02/24/2023	Regular	0.00	1,146.00			
101040	L N CURTIS & SONS	02/24/2023	Regular	0.00	3,066.74			
406798	PETRICHOR PSYCHOLOGICAL CONSU		Regular	0.00	1,000.00	109430		
101030	LIFE-ASSIST INC	02/24/2023	Regular	0.00	702.11	109431		
404102	LIQUID BLUE EVENTS LLC	02/24/2023	Regular	0.00	500.00			
404102	LIQUID BLUE EVENTS LLC	02/24/2023	Regular	0.00	14,925.00	109433		

Packet: APPKT05084-2023-02-24 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405548	LUMOS & ASSOCIATES, INC	02/24/2023	Regular	0.00	35,993.50	109434
102857	MICHAEL HOHL MOTOR CO	02/24/2023	Regular	0.00	594.51	109435
102857	MICHAEL HOHL MOTOR CO	02/24/2023	Regular	0.00	56,632.75	109436
403629	MIGAN, TAMARA	02/24/2023	Regular	0.00	24.14	109437
403096	MONARCH DIRECT LLC	02/24/2023	Regular	0.00	105.55	109438
405144	MOTOROLA SOLUTIONS INC	02/24/2023	Regular	0.00	48,803.00	109439
101226	NEV COMPTROLLER	02/24/2023	Regular	0.00	283.00	109440
403731	NEV DEPT OF PUBLIC SAFETY	02/24/2023	Regular	0.00	656.99	109441
103234	NEV FIRE MARSHAL	02/24/2023	Regular	0.00	1,450.00	109442
101168	NEVADA ASSOCIATION OF COUNTIE	02/24/2023	Regular	0.00	13,866.00	109443
406706	AT&T NEVADA	02/24/2023	Regular	0.00	57.73	109444
406600	NORTHWEST FIRE FIGHTER BENEFIT	02/24/2023	Regular	0.00	5,135.50	109445
102295	NTU TECHNOLOGIES INC	02/24/2023	Regular	0.00	4,490.24	109446
102782	OFFICE DEPOT	02/24/2023	Regular	0.00	39.67	
402926	OFFSITE DATA DEPOT, LLC	02/24/2023	Regular	0.00	332.69	109448
406628	OLIVER PACKAGING & EQUIPMENT	02/24/2023	Regular	0.00	4,318.82	109449
404118	OPTUMINSIGHT INC	02/24/2023	Regular	0.00	352.50	109450
405127	O'REILLY AUTO PARTS	02/24/2023	Regular	0.00	1,254.12	
404556	OUTFRONT MEDIA LLC	02/24/2023	Regular	0.00	704.00	109452
406359	PACSTATES	02/24/2023	Regular	0.00	38,681.85	109453
103125	PENNSYLVANIA GLOBE	02/24/2023	Regular	0.00	14,502.00	109454
403895	WAY IT WAS MUSEUM	02/24/2023	Regular	0.00	35.00	109455
102388	REDWOOD TOXICOLOGY LAB, IN	02/24/2023	Regular	0.00	291.12	109456
403944	RENO TAHOE SPECIALTY INC	02/24/2023	Regular	0.00	156.00	109457
103241	SBC GLOBAL SERVICES IN LD	02/24/2023	Regular	0.00	54.02	109458
101210	SBC GLOBAL SERVICES INC	02/24/2023	Regular	0.00	1,622.48	109459
406778	SILVER STATE ANALYTICAL LABORAT	02/24/2023	Regular	0.00	1,011.00	109460
406776	SHAKESPEARE UNLIMITED	02/24/2023	Regular	0.00	23,418.00	109461
405081	SHERMARK DISTRIBUTORS INC	02/24/2023	Regular	0.00	748.32	109462
102461	SIERRA CONTROLS LLC	02/24/2023	Regular	0.00	12,564.10	109463
406793	SNOQUIP, INC	02/24/2023	Regular	0.00		109464
101717	ST CO SCHOOL DISTRICT	02/24/2023	Regular	0.00	250.00	109465
404487	STANARD & ASSOC INC	02/24/2023	Regular	0.00	392.00	109466
405475	STAPLES BUSINESS ADVANTAGE	02/24/2023	Regular	0.00	257.82	109467
406494	ROY C STRALLA ATTORNEY AT LAW I	02/24/2023	Regular	0.00	3,125.00	109468
405303	SUMMIT PARTNERS LLC	02/24/2023	Regular	0.00	3,514.50	109469
403892	PONDEROSA MINE TOURS	02/24/2023	Regular	0.00	533.00	109470
406676	SWITCH	02/24/2023	Regular	0.00	1,193.80	109471
406807	VECTOR SOLUTIONS	02/24/2023	Regular	0.00	8,438.10	109472
405124	CHOLLAR MINE 1859 LLC	02/24/2023	Regular	0.00	610.50	109473
406620	THE HAPPY CHEF INC	02/24/2023	Regular	0.00	50.20	109474
103306	PURCHASE POWER	02/24/2023	Regular	0.00	1,595.22	109475
406623	US FOODS INC	02/24/2023	Regular	0.00	9,823.25	109476
101845	US POSTOFFICE (VC)	02/24/2023	Regular	0.00	178.00	109477
101845	US POSTOFFICE (VC)	02/24/2023	Regular	0.00	200.00	109478
405735	VC TOURS LLC	02/24/2023	Regular	0.00	40.00	109479
403268	CELLCO PARTNERSHIP	02/24/2023	Regular	0.00	2,419.74	109480
404144	VIRGINIA CITY TOWNSHIP JUSTICE C	02/24/2023	Regular	0.00	510.00	109481
405298	VOTEC CORPORTATION	02/24/2023	Regular	0.00	6,019.20	109482
402820	WALKER & ASSOCIATES	02/24/2023	Regular	0.00	4,132.00	109483
406811	WALKER, NATHANIEL	02/24/2023	Regular	0.00	90.00	109484
405574	WASHOE COUNTY FORENSIC SCIENC		Regular	0.00	54,462.00	109485
101920	WESTERN NEVADA SUPPLY CO	02/24/2023	Regular	0.00	186.97	
405794	WHARTON CONCRETE FORMING SU		Regular	0.00	37,070.00	109487

Vendor Number	Vendor DBA Name	Payment Date	Payment ⁻	Туре	Discount Amount	Payment Amount	Number
404295	WELLS ONE COMMERCIAL CARD	02/24/2023	Bank Draft	t	0.00	29,305.09	DFT0001355
		Bank Code AP Bank S	Summary				
		Payable	Payment				
	Payment Type	Count	Count	Discount	Payment		
	Regular Checks	187	107	0.00	540,057.45		
	Manual Checks	0	0	0.00	0.00		
	Voided Checks	0	0	0.00	0.00		
	Bank Drafts	35	1	0.00	29,305.09		
	EFT's	1	1	0.00	6,550.00	6	
		223	109	0.00	575,912.54		

*

County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin

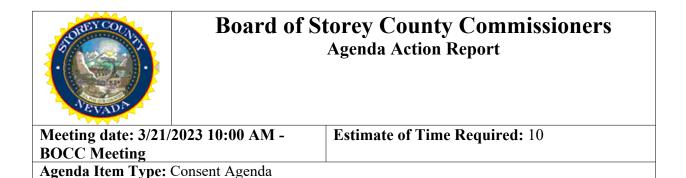
2/23/2024 Date

Approved By:

Comptroller Treasurer

Date

Fund	Name	Period	Amount
999 Pooled Cash Account		2/2023	575,912.54
			575,912.54



- <u>Title:</u> Consideration and possible approval of an amendment to add in the included language into the Storey County Administrative Policies and Procedures, No. 212, Code of Ethical Standards, Section A), "13. Department heads and supervisors are prohibited from negotiating, reviewing, or administering a contract between their respective department and a relative or an entity controlled by a relative that is within the third degree of consanguinity or affinity with the department head or supervisor." The additional language is required to prevent possible conflict of interest between Storey County Department Heads and Supervisors forming a contract with their relatives.
- <u>Recommended motion:</u> I (commissioner) move to approve the language addition for the Storey County Administrative Policies and Procedures, No. 212, "Code of Ethical Standards" by adding a new item to Section A), "13. Department heads and supervisors are prohibited from negotiating, reviewing, or administering a contract between their respective department and a relative or an entity controlled by a relative that is within the third degree of consanguinity or affinity with the department head or supervisor."
- **<u>Prepared by:</u>** Mitzi Marie Carter

Department: Contact Number: 7758470968

- <u>Staff Summary:</u> In an effort to prevent any conflict of interest with Storey County Department Heads and Supervisors from contracting with relatives to the third (3rd) degree of consanguinity or affinity, additional definitive language needs to be added to Storey County Administrative Policies and Procedures, No. 212, "Code of Ethical Standards", Section A).
- Supporting Materials: See attached
- Fiscal Impact: N/A
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued

STOREY COUNTY ADMINISTRATIVE	NUMBER	212
POLICIES AND PROCEDURES	EFFECTIVE DA	ATE: 05/19/08
	REVISED:	01/03/17-12/05/17
		02/21/23
	AUTHORITY:	BOC
	COUNTY MANA	AGER: AO
SUBJECT: Code of Ethical Standards		

- **POLICY**: The elected and appointed officers and employees of employer recognize that holding public office and/or employment is a public trust. To preserve that trust, we demand the highest code of conduct and ethical standards. The purpose of this policy is to define and establish the standards of ethical conduct that are required of public officials and employees so as to ensure their professional integrity in the performance of their duties.
 - A) The officers and employees of employer shall comply with the following provisions. This list is not all-inclusive, but simply provides the basic level of conduct expected.
 - 1. All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
 - 2. They will act with care and diligence in the course of their employment.
 - 3. They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost respect and courtesy.
 - 4. They will comply with all applicable federal, state, and local laws.
 - 5. They will comply with any lawful and reasonable direction given by someone in the employee's agency who has authority to give the direction.
 - 6. They will maintain appropriate confidentiality.
 - 7. They will disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with their employment.
 - 8. They will use employer resources in a proper manner.
 - 9. They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment
 - 10. They will, at all times, act in a way that upholds the values and the integrity and good reputation of employer.
 - 11. They will comply with any other conduct requirement that is prescribed by the employer.
 - 12. They will demonstrate positive attitude and progressive actions through the display of professionalism, courtesy, tact, punctuality, attendance, safety and discretion.
 - 13. Department heads and supervisors are prohibited from negotiating, reviewing, or administering a contract between their respective department and a relative or an entity controlled by a relative that is within the third degree of consanguinity or affinity with the department head or supervisor.
 - B) In addition, consistent with the provisions of NRS 281A.400 and NRS 281.230, the employer's officials and employees are required to comply with the following:
 - 1. No official or employee will seek or accept any gift, service, favor, employment, engagement, perquisite, gratuity, or economic opportunity or advantage which would tend improperly to influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her Page 1 of 4

public duties.

- 2. No official or employee will use his/her position with the employer to secure or grant unwarranted privileges, preferences, exemptions, or advantages for him/herself, any member of his/her household, any business entity in which s/he has a significant pecuniary interest, or any other person.
- 3. No official or employee will participate as an agent of government in the negotiation or execution of a contract between the governmental entity and any private business in which s/he has a significant pecuniary interest.
- 4. No official or employee will accept any salary, retainer, augmentation, expense allowance, or other compensation from any private source for the performance of his/her duties as an official or employee.
- 5. If an official or employee acquires, through his/her public duties or relationships, any information which by law or practice is not at the time available to the public generally, s/he shall not use such information to further his/her own current or future pecuniary interests or the current or future pecuniary interests of any other person or business entity.
- 6. No official or employee will suppress any governmental report or other document or information because the release of such report or information has the potential to impact his/her own pecuniary interests or those with whom s/he has a business or personal relationship.
- 7. No official or employee will use governmental time, property (including monies or funds), equipment, or other facility to benefit his/her personal or financial interests.
- 8. No official or employee will attempt to benefit his/her personal or financial interest(s) by influencing or intimidating a subordinate.
- 9. No official or employee will seek other employment or contracts through the use of his/her official position or the influence associated thereto.
- 10. An official or employee will not, in any manner, directly or indirectly, receive any commission, personal profit, or compensation of any kind resulting from any contract or other transaction in which the employer is in any way interested or affected except:
 - a. A member of any board, commission, or similar body who is engaged in the profession, occupation, or business regulated by the board, commission, or body may, in the ordinary course of his/her business, bid on or enter into a contract with any governmental agency, except the board, commission or body of which s/he is a member, if s/he has not taken part in developing the contract plans or specifications and s/he will not be personally involved in opening, considering, or accepting offers.
 - b. A public officer or employee, other than an officer or employee described in subsection (a) above, may bid on or enter into a contract with a governmental agency if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, s/he has not taken part in developing the contract plans or specifications, and s/he will not be personally involved in opening, considering, or accepting offers.

Violations of any of the above provisions may result in disciplinary action, up to and including termination.

RESPONSIBILITY FOR REVIEW: The County Personnel Director and/or Administrative Officer will review this policy every 5 years or sooner as necessary.



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 30 min.
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>**Title:**</u> Public workshop and provide direction to staff and contractor regarding elements to be included in a draft RFP for a successor franchise agreement for the collection, transfer, processing, and disposal of municipal solid waste and recyclables in Storey County, and for the draft RFP to be brought back to the board for further consideration.
- <u>Recommended motion:</u> I (commissioner) motion to direct staff and RFP contractor to include elements discussed at today's meeting in a draft RFP for a successor franchise agreement for the collection, transfer, processing, and disposal of municipal solid waste and recyclables in Storey County, and to bring a draft RFP back to the board for further consideration.
- <u>Prepared by:</u> Austin Osborne

Department: Contact Number: 775.847.0968

- <u>Staff Summary:</u> The county continues to develop an RFP with contractor Sloan Vazquez for a successor franchise agreement for solid waste collection services in the county. Elements to be discussed at this workshop include, but are not limited to, the RFP structure and process, contract costs, competitive rates and services, evaluation methodology, equipment and service of contractor, length of term, subscription versus mandatory service, exclusive versus free market elements of service, refuse versus recycling, fee methodology, residential curbside and transfer station services, discounts and programs, and services at the Tahoe-Reno Industrial Center versus remainder of county.
- **Supporting Materials:** See attached
- Fiscal Impact: None
- Legal review required: TRUE
- <u>Reviewed by:</u>

____ Department Head

Department Name:

County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued

Draft Subject to discussion. Not final

The following items have been identified for consideration by the Board in developing an RFP for solid waste management services.

This is a rough outline for a workshop conversation only. No final decision, accuracy, or recommendation is assumed in any of the following.

- RFP Process
 - Cost of RFP: The County may want to recoup the costs associated with undertaking an RFP process. This is a standard, industry practice associated with the implementation of solid waste collection service RFPs.
 - Options include requiring a Proposer's Submittal Fee or a Successful Proposer Contracting Fee.
 - RFP Evaluation Methodology: The weighting of RFP scoring components reflects the Board's priorities. Key scoring components typically include proposer experience, service approach, pricing, and references.
 - Options include weighting some component equally, or giving a higher weighting to one or more of the components (i.e., 30/30/30/10, 20/20/50/10, etc.)
 - Key Elements:
 - Can do point-based or overall quality of bid.

• Competitiveness of rates:

- Equipment: Will the County require proposals featuring all new collection vehicles and/or all new containers?
 - Options include requiring new equipment, or the County could accept proposed pricing for both new and used approaches for comparison and consideration.
 - Used equipment would be required to meet specific age and condition standards.
 - We could require that the bidder have certain vehicles in fleet to service Highlands and LCC for example.
 - We could see two bids from each: with all new equipment and with old equipment.
- Length of term: How long will the initial term of service be and will there be any opportunity for an extension?
 - The longer the term, the more competitive the pricing.
 - Potential terms include:
 - 10 years, plus option for 5-year extension (new equipment).
 - 5-7 years, plus option for 5-year extension (used equipment).
- Will service be subscription or mandatory?
 - Mandatory service requirements impact competitiveness of rates.
 - Could be residential subscription and commercial mandatory, or TRI mandatory.
- Will all services be exclusive to the franchise?
 - Exclusive service impacts competitiveness of rates.
- Will discounted rates be continued?

- Currently, the County requires Senior Citizen and Low-Income Senior Citizen Rates.
- This requirement impacts the overall rate offered to standard rate customers.
- Rate Adjustment and Fee Methodology:
 - Rate Adjustment: Does the Board want to consider any changes to the current methodology?
 - The current approach is 100% of CPI.
 - Franchise Fee: Does the Board want to consider any changes?
 - The current fee is 8% of Gross Receipts.

• Other Rate Components

- Yard and Drive-In Service: Does the Board want to consider changes to the current methodology for yard service and drive-in service?
 - Options include a distance-based approach.
 - Highlands versus other parts of county.
 - 50 feet?
- Vacation Hold: Does the Board want to introduce a vacation hold policy?
 - Options include a minimum of 1-3 months of service suspension.
- Animal-Resistant Carts: Does the Board want to require pricing for optional animal-resistant carts?
 - Animal resistant
 - Full bear containers

• Residential Service Questions

- The following are questions for Board input and direction:
 - Will residents be able to use their own carts or use hauler-provided carts?
 - Does the Board want to obtain pricing for residential curbside recycling services?
 - Does the Board want the RFP to include a pricing option for seasonal leaf/pine needle service?
- We now have 32 gallon homeowner purchased can allowances. Do we want to continue this? Consider automated truck loading. There are 32 gallon "carts" offered.
- There appears to be little demand for curbside recycling, but residents have expressed desire to allow no-cost recycling self-haul at the transfer station.
- Seasonal yard waste service does not appear to be popular. Fire District also provides You-Call-We-Haul and the Highlands yard waste slash pile.
- Free dump vouchers versus special bulk item curbside pickup?
 - Dump vouchers are very popular.
 - Alternative could be bulky service curbside pickup.
 - Bulky would be 2 cubic yards per year. Like a couch.
 - Bulky service could be .50 per customer.
 - Bulky service w/o service may be \$50 for pickup noticeable.

• Transfer Station

- Non-mandatory means more transfer station needs.
- Even with mandatory, folks like to dump project waste, etc.

• Keeping transfer station appears appropriate.

• Tahoe/Reno Industrial Center

- The following are questions for Board input and direction:
 - Will service be open market or exclusive?
 - Will recycling service be required?
- Should this area be mandatory and exclusive, no matter what for rest of county.
- What about recycling?
 - Loose v. bailed recycling?
 - Source separated v. bailed recycling?
 - Enforcement?
 - California resolution:
 - If generator (company) is able to get paid for material, or if they pay nothing for it, it is free market per a California court case. If they pay for service, then it could be part of franchise exclusivity. To be discussed at meeting.
 - "Gold mining" preventing enforcement is done by many waste companies using video and other assessments.
- o Recycling Exclusive?
 - Leave recycling as open market or exclusive franchise?
 - Scope of RFP and scope of work in developing franchise.
 - Could add restrictions.
 - Rules and enforcement can be in franchise agreement.
 - Perhaps franchise can be updated mid-term if issues arise in programs.

The foregoing is for discussion purposes only.



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 5
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>**Title:**</u> Consideration and possible approval of the selection of Auditor for fiscal year ending June 30, 2023
- <u>**Recommended motion:**</u> I, Commissioner _____, approve the selection of DiPietro and Thornton CPA. LTD as auditor for Storey County for fiscal year ending June 30, 2023
- <u>**Prepared by:**</u> Jennifer McCain

Department: Contact Number: 775-847-1133

- <u>Staff Summary:</u> DiPietro & Thornton has completed our fiscal audits in a timely and accurate manner for several years. They have provided audit compliance, guidance, and most importantly a clear annual financial statements. It is the Comptroller's opinion that Storey County continue this relationship for another year.
- **Supporting Materials:** See attached
- Fiscal Impact: no
- Legal review required: False
- <u>Reviewed by:</u>

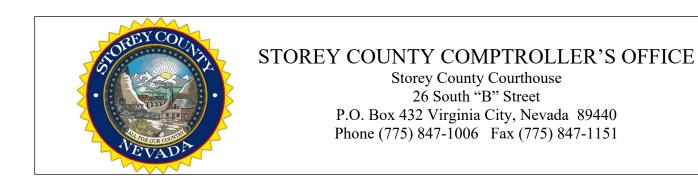
____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



March 21, 2023

Department of Taxation Local Government Finance Attn: Evelyn Barragan 1550 College Parkway No. 115 Carson City, Nevada 89706

Dear Ms. Barragan,

Please accept this letter as notice that the Storey County will continue to use the services of DiPietro and Thornton as the auditor for the fiscal year ending June 30, 2023.

If you have any questions or comments, please call me at (775)847-1133 or Email me at jmccain@storeycounty.org.

Best Regards,

Jennifer McCain Storey County Comptroller



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 10 min
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>Title:</u> Consideration and possible approval for county staff to apply for partial funding for the Lead Siphon Water Main Replacement project through the Federal Community Project Funding program. The project total is estimated at \$11,840,620, with a request of \$7,000,000 in federal funding.
- <u>Recommended motion:</u> I (commissioner), move to approve county staff to apply for partial funding for the Lead Siphon Water Main Replacement project through the Federal Community Project Funding program. The project total is estimated at \$11,840,620, with a request of \$7,000,000 in federal funding.
- <u>Prepared by:</u> Honey Menefee

Department:

Contact Number: 7758470986

- <u>Staff Summary:</u> This year we have the opportunity again to apply for Federal Community Projects Funding. The application process, although started, will not be completed for about one year. The funds applied for in 2024, if granted, are anticipated to be available in 2025. The Lead Siphon Water Main Replacement project is listed as our 1st priority in the project submission process.
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
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|--|



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 10 min
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>Title:</u> Consideration and possible approval for county staff to apply for partial funding for the Public Safety Complex Virginia City project through the Federal Community Project Funding program. The project total is estimated at \$10,000,000, with a request of \$7,000,000 in federal funding.
- <u>Recommended motion:</u> I (commissioner), move to approve county staff to apply for partial funding for the Public Safety Complex Virginia City project through the Federal Community Project Funding program. The project total is estimated at \$10,000,000, with a request of \$7,000,000 in federal funding.
- <u>Prepared by:</u> Honey Menefee

Department:

Contact Number: 7758470986

- <u>Staff Summary:</u> The application process, although started, will not be completed for about one year. The funds applied for in 2024, if granted, are anticipated to be available in 2025. The Public Safety Complex Virginia City project is listed as our 2nd priority in the project submission process.
- <u>Supporting Materials:</u> See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 10 min
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>**Title:**</u> Consideration and possible approval for county staff to apply for partial funding for the Divide Water Main project through the Federal Community Project Funding program. The project total is estimated at \$1,500,000, with a request of \$1,000,000 in federal funding.
- **<u>Recommended motion</u>**: Consideration and possible approval for county staff to apply for partial funding for the Divide Water Main project through the Federal Community Project Funding program. The project total is estimated at \$1,500,000, with a request of \$1,000,000 in federal funding.
- <u>Prepared by:</u> Honey Menefee

Department:

Contact Number: 7758470986

- <u>Staff Summary:</u> The application process, although started, will not be completed for about one year. The funds applied for in 2024, if granted, are anticipated to be available in 2025. The Divide Water Main project is listed as our 3rd priority in the project submission process.
- <u>Supporting Materials:</u> See attached
- <u>Fiscal Impact:</u>
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 10 min
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>**Title:**</u> Consideration and possible approval to add the construction of a Storey County Sheriff's Office substation in the existing Storey County McCarran complex building to the Capital Improvement Plan for the year of 2025 and apply for partial funding for this project through the Federal Community Project Funding program. The project total is estimated at \$800,000, with a request of \$450,000 in federal funding.
- <u>Recommended motion:</u> I (commissioner), move to approve adding the construction of a Storey County Sheriff's Office substation in the existing Storey County McCarran complex building to the Capital Improvement Plan for the year of 2025 and apply for partial funding for this project through the Federal Community Project Funding program. The project total is estimated at \$800,000, with a request of \$450,000 in federal funding.
- <u>Prepared by:</u> Honey Menefee

Department: Contact Number: 7758470986

- <u>Staff Summary:</u> The application process, although started, will not be completed for about one year. The funds applied for in 2024, if granted, will be available in 2025. Each year has a different focus as to what projects will be supported on the federal level. The Sheriff's Office substation appears to fit with the focus of 2024 application funding. This project is listed as our 4th priority in the project submission process.
- Supporting Materials: See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 10 min	
BOCC Meeting		
Agenda Item Type: Discussion/Possible Action		

- <u>**Title:**</u> Consideration and possible approval for county staff to apply for partial funding for the Gold Hill Sewer Collection System project through the Federal Community Project Funding program. The project total is estimated at \$4,000,000, with a request of \$2,500,000 in federal funding.
- <u>Recommended motion:</u> I (commissioner), move to approve county staff to apply for partial funding for the Gold Hill Sewer Collection System project through the Federal Community Project Funding program. The project total is estimated at \$4,000,000, with a request of \$2,500,000 in federal funding.
- <u>Prepared by:</u> Honey Menefee

Department:

Contact Number: 7758470986

- <u>Staff Summary:</u> The application process, although started, will not be completed for about one year. The funds applied for in 2024, if granted, are anticipated to be available in 2025. The Gold Hill Sewer Collection System project is listed as our 5th priority in the project submission process.
- <u>Supporting Materials:</u> See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 10 min
BOCC Meeting	
Agenda Item Type: Discussion/Possible Activ	on

- <u>**Title:**</u> Consideration and possible approval for county staff to apply for partial funding for the Comstock Historic District Pedestrian Safety Upgrades project through the Federal Community Project Funding program. The project total is estimated at \$1,360,000, with a request of \$1,000,000 in federal funding.
- <u>Recommended motion:</u> I (commissioner), move to approve county staff to apply for partial funding for the Comstock Historic District Pedestrian Safety Upgrades project through the Federal Community Project Funding program. The project total is estimated at \$1,360,000, with a request of \$1,000,000 in federal funding.
- <u>Prepared by:</u> Honey Menefee

Department:

Contact Number: 7758470986

- <u>Staff Summary:</u> The application process, although started, will not be completed for about one year. The funds applied for in 2024, if granted, are anticipated to be available in 2025. The Comstock Historic District Pedestrian Safety Upgrades project is listed as our 6th priority in the project submission process.
- <u>Supporting Materials:</u> See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Meeting date: 3/21/202	23 10:00 AM -	Estimate of Time Required: 10 Minutes	
BOCC Meeting			
Agenda Item Type: Discussion/Possible Action			

- <u>**Title:**</u> Discussion and possible approval to accept a federal subgrant through the Nevada Division of Forestry for Hazardous Fuels Reduction in the Virginia City Highlands for the amount of \$597,330.
- **<u>Recommended motion:</u>** I (Fire Commissioner) move to accept a grant for Hazardous Fuels Reduction in the Virginia City Highlands for the amount of \$597,330 and approve the Fire Chief to sign.
- **<u>Prepared by:</u>** Jeremy Loncar

Department: Contact Number: 775-847-0954

- <u>Staff Summary:</u> This proposed grant utilizes federal funds through the U.S. Department of Agriculture and is administered through the Nevada Division of Forestry. Its primary purpose is to reduce hazardous fuels within the wildland-urban interface to help protect our communities. This funding does require an approximate 50% match which can be obtained in-kind and has no financial effects on the Fire District. Our proposal would consist of fuels reduction in the Virginia City Highlands and include the use of contract services as well as district staff.
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
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Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 3/21/2023

Estimate of time required: 10 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

- 1. <u>Title:</u> Discussion and possible approval to accept a federal subgrant through the Nevada Division of Forestry for Hazardous Fuels Reduction in the Virginia City Highlands for the amount of \$597,330.
- 2. <u>Recommended motion:</u> I (Fire Commissioner) move to accept a grant for Hazardous Fuels Reduction in the Virginia City Highlands for the amount of \$597,330 and approve the Fire Chief to sign.
- 3. <u>Prepared by:</u> Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. <u>Staff summary:</u> This proposed grant utilizes federal funds through the U.S. Department of Agriculture and is administered through the Nevada Division of Forestry. Its primary purpose is to reduce hazardous fuels within the wildland-urban interface to help protect our communities. This funding does require an approximate 50% match which can be obtained in-kind and has no financial effects on the Fire District. Our proposal would consist of fuels reduction in the Virginia City Highlands and include the use of contract services as well as district staff.

5. <u>Supporting materials:</u>

- 6. Fiscal impact:
- a. Funds Available: N/A Fund: 290 Comptroller: 7. Legal review required: District Attorney 8. Reviewed by: a. JL Department Head Fire District Other agency review: County Comptroller 9. Board action: Approved [] Approved with Modifications a. [] b. [] Denied Continued

Agenda Item No.



NEVADA DIVISION OF FORESTRY

NOTICE OF SUBGRANT AWARD

Subgrantee's Name and Payment Address (Must match DUNS registered name:Fed. Tax ID or ETIN: 88-60000134Vendor: T800054670 Storey County Fire Protection DistrictSAM Expiration:DUNS #959435876NOTE: All subgrantees must establish a vendor number before payment can be made. If a Vendor Registration form is	Subgrant Number: HF22 23-001 Subgrant Project Title: Virginia City Highlands HFCP Federal funds obligated by this action: \$299,554 Total amount of Federal Funds Obligated to Sub-recipient: \$282,564.00 Subaward Period of Performance: Effective Date: Date of last signature (State Forester) Expiration Date: 01/31/2027 Final report & reimbursement request: Due no later than 45 days after project completion or date of expiration, whichever				
enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486- 3856 if you have any questions on how to complete/submit the form.	occurs first.				
Subgrantee Primary Contact:	This Sub-award is granted pursuant to				
Chris Barton:	the following Federal Award:				
145 North C Street	Federal Award ID name: FY2022 Hazardous Fuels Reduction Grant Federal Award ID #(FAIN):22-DG-11046013-613 Federal Award Date: 08/01/2022				
Virginia City, NV 89440					
(775) 250-0967	Total Amount of Federal Award: \$597,330.00				
cbarton@storeycounty.org	<i>Federal Award Project Description per FFATA:</i> <i>CFDA</i> #: 10.697				
	CFDA Name: State & Private Forestry Hazardous Fuels Reduction Program				
Is this award for Research & Development?	Pass through entity and awarding official:				
Yes x No	Nevada Division of Forestry Barry Stone,				
Federally Negotiated Indirect Cost rate: 19.97%	2478 Fairview Drive, Carson City, NV 89701				
(copy of NICRA must be provided to NDF)	Office Phone:775-684-2511 E-mail: barry.stone@forestry.nv.gov				
No negotiated Indirect Cost Rate	res of horondous fuels us dustion for wildfine risk mitigation				

Description of Project: The project will include 220.65 acres of hazardous fuels reduction for wildfire risk mitigation within Pinyon-Juniper woodland stands that reside directly adjacent to two ongoing Federal fuels reduction projects [Geiger Fuels Project, NV-CCD (JC03)], along a well traveled portion of NV SR 341 (Geiger Grade) within the Virginia City Highlands. The Virginia City Highlands are located in the Virginia/ Flowery Range as identified by the Nevada Forest, Range and Watershed Action Plan (Page 221; Sierra Front-Pyramid-Pine Nuts), and comprised of dense pinyon-juniper woodlands mixed with nearly 650 residential structures in steep, rugged terrain (>25%) with only two paved roads to provide ingress/egress for the residents. These pinyon-juniper woodlands have undergone a distinct increase in density due to the lack of recent wildfire and fuels management. High severity fire hazards exist due to mortality caused by insect infestation and drought. Fire regime condition class was historically FRCC1 for the



region, but has now shifted to FRCC3 for 84% of Storey County, including the proposed project area. Many homes have limited defensible space, and fuel breaks prescribed in previous CWPPs have not been implemented. Dense canopies, abundant fuel loading, and topographical alignment create high probability of a catastrophic fire event, resulting in a need for mitigation efforts. The project will serve to not only treat an area of categorically high wildfire fuel loading on approximately 68 private parcels, but aid in wildfire risk reduction for the entire Virginia City Highlands area.

Of the 220.65 acres of treatment area, private parcels residing directly bordering Federal treatments will be given priority to effectively connect said treatments and establish landscape scale sized hazardous fuels reduction. This includes 68 parcels between the communities of VC Highlands Ranches and VC Highlands Estates (Lat/ Long of general project center: 39.363843 x -119.654962). Parameters of treatment as follows: Reduction of fuel loading within the Pinyon-Juniper woodland stands to 50% or less of its current state and eliminate ground/ ladder fuels; selecting to retain mixed age class of healthy young and old pinyon pine stems to maintain age diversity within the stand; preferentially select to remove dead and diseased/insect damage Pinyon stems as well as all Juniper; reduction of shrub fuels component to at least 75% of its current state. Initial treatment priority will be aimed at treating 37 acres (20 parcels) of land directly in between two ongoing Federal treatments and adjacent to the NV SR 341 highway corridor. Additional priority will be given to the 183.65 acres (48 parcels) of private lands surrounding the Federal treatment northeast of NV SR 341 (see attached map for specifics). Methods of treatment will include mastication via heavy equipment, hand cut and broadcast chip/chip and haul off site, as well as hand cut, and pile burn in areas otherwise inaccessible by equipment due to topography. Piles will be constructed to no larger than 10'x10'x10' and will be assembled in locations outside the tree drip line in areas to minimize tree scorching and creep. Prescribed fire pile burning will be conducted on all piles created in areas inaccessible by equipment. Pile burning will be accompanied by an appropriate prescribed fire burn plan and will occur the following winter after treatment when prescription burn indices allow. Prescribed fire pile burning will be conducted by SCFPD fuels crew personnel.

Deliverables, reporting requirements and due dates:

July 2022: Sub-grant awarded by NDF. Develop vegetation management plan/ conduct pre-work effectiveness monitoring.

August-September 2022: Property owner contact and project planning/layout. Assess areas to be completed by contractors.

October 2022- June 2023: Apply work in treatment areas requiring hand cutting with assembly of burn piles. Assess and facilitate areas available to masticate with heavy equipment. Implement treatment by mastication on areas deemed accessible for heavy equipment.

Milestones to be completed by 1st year: 100% completion of the 37 acre (priority one) treatment between ongoing Federal fuels projects. Completion of all areas requiring hand cutting and construction of burn piles. June 2023-Dec 2023: Treatment to be completed.

Requested Funds:

Personnel/Labor (\$10,000): Grant funds will be used for The Nevada Network of Fire Adapted Communities Staff in the oversight and implementation of the community education and outreach activities.

IDC: (\$7,388) - Contracted rate of 19.97% for NDF Fiscal Grant Management.

Contractual (\$280,166): Completion of project acreage by Storey County FPD equipment, Nevada Division of Forestry (NDF) resources, and/or private forestry contractors utilizing a combination of mastication equipment and hand crews to conduct work needed.

Supplies (\$2,000): General/misc. supplies needed for project layout (i.e. marking paint, flagging, property boundary marking stakes.

In-Kind Match: Personnel/Labor (\$242,000): SCFPD will provide in-kind match in the form of personnel/labor from their established fuels crew based upon the current established rate schedule. Equipment (\$50,000): SCFPD will provide in-kind match in the form of heavy equipment (mastication) based on the current established rate schedule with the NDF.

Measurements of project success:

All timelines for accomplishments are met and reports submitted. Match commitments are met, and documentation submitted. Monitoring of accomplishments is in place and final report and close out documents have been submitted and accepted by USFS R4 S&P staff representative.

NEVADA DIVISION OF FORESTRY



ASSURANCES

BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:

- > Provide the above referenced deliverables to subgrantee by the due date specified
- Understand and comply with all local, state, and federal statutes, regulations, and requirements, including OMB guidance regarding federal awards and subawards.
- Understand and comply with the terms and conditions of the Federal award to ensure proper planning, management and completion of the project described in the original application and *Notice of Subgrant Award*. The grant application is hereby incorporated as an appendix to this Notice of Subgrant Award.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards
- > Comply with the State of Nevada ethical standards, including but not limited to <u>NRS 281A</u> and <u>Executive Order 2011</u>-02.

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through D and exhibits incorporated herein.

Typed Name/Title of Subgrantee Authorizing Official:	
Signature:	Date:
Name/Title, Nevada Division of Forestry Program Authorization: Ba	rry Stone, Conservation Staff Specialist II
Signature:	Date:
Name/Title, Nevada Division of Forestry Fiscal Authorization <u>Stephanic</u>	e Weston, Management Analyst III
Signature:	Date:
Name/Title, Nevada Division of Forestry Administrator: <u>Kacey KC, State</u>	e Forester/Fire warden
Signature:	Date: (Grant Period Start Date)
<i>Federal Grant Title:</i> B/A: <u>4195</u> Cat: <u>39</u> Or <u>g: 3900</u> <u>Suborg: VC</u> CFDA:10.697 Job #: <u>100</u>	59722H Amount: <u>\$282,564.00</u>



Nevada Division of Forestry Approved Subgrant Budget

Subgrant Project Title: Virginia City Highlands HFR

Subgrant #: HF22 23-001

Category	Subgrant Award	+	Subgrantee Match	=	Total
Personnel/Labor			\$242,000		\$242,000
<u>Travel</u> *	\$		\$		\$
Equipment	\$		\$50,000		\$50,000
Operating/Supplies	\$2,000				\$2,000
Contractual (Subcontractor) Grantee must supply NDF Grant/ Business Manager with one copy of each contract.	\$280,564		\$		\$280,564
Other (including training)	\$		\$		\$
Indirect Charges	\$		\$		\$
TOTAL	\$282,564		\$292,000		\$574,564

* Any approved travel will be reimbursed at the current State of Nevada rates.

* Any program income earned from activities supported by this award shall be reported and subject to 2 CFR 200.80

The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.



NEVADA DIVISION OF FORESTRY FINANCIAL TERMS AND CONDITIONS

Subgrant Project Title: Virginia City Highlands HFR

Subgrant #: HF22 23-001

1. Federal Requirements

Sub-grantees must comply with the following: (Available online at: <u>cCFR — Code of Federal Regulations</u> <u>Nonprofit Organizations</u> 2 CFR 200.70, 2 CFR 200.104 <u>State and Local Governments, Indian Tribes</u> 2 CFR 200.54, 2 CFR 200.64, 2 CFR 200.90, 2 CFR 200.104 <u>Educational Institutions</u> 2 CFR 200.55, 2 CFR 200.104

2. Procurement

All sub-grantees must comply with state purchasing policies and procedures. Sub-grantee must obtain bids for all applicable services in the Approved Sub-grant Budget. Sub-grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the six year storage period.

3. Equipment Purchases

For the purposes of this sub-grant, equipment per the federal rule means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than \$5,000 per unit. Equipment purchases may not be allowable in all programs and must be pre-approved by the NDF grant program administrator. Sub-grantees awarded equipment must follow all rules regarding use, management, and disposal as stated in the Code of Federal Regulations (2 CFR 200.33, 200.313 Equipment).

4. Payment Methods

All sub-grantees must establish a vendor number with the State of Nevada's Controller's Office before payment can be made. All Requests for Reimbursement or Advance Forms must be submitted with an original signature, preferably in colored ink other than black, and on the approved form sent by the NDF grant program administrator. All project expenditures (grant share and matching share) must be in accordance with items 1 through 3, as identified above, and within the approved sub-grant budget categories as they appear on page 2 of this document. Grantee may expect payment within thirty (30) days after sufficient documentation is submitted to NDF. Payment is in the form of:

a. Reimbursement Requests

Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice and check paying the invoice, voucher, or other proof of payment). Expenditures must be described in enough detail to determine allowability and reasonableness in accordance with the purpose of this sub-award. Please note on each document whether it applies to the sub-grant share or the matching share, and percentage of each allocation, if necessary. Final reimbursement request must be submitted to NDF no later than 45 days after expiration of the sub-grant.

b. Advance Payments

Advance payments are not allowable in all programs and must be pre-approved by the awarding NDF grant program administrator. Advance payments are based on estimated costs and cannot exceed the maximum amount needed for a 30-day period. Sub-grantee must supply NDF with proof of purchase for any funds advanced within 30 days of receipt of advance, and any unexpended funds must be immediately refunded to the Nevada Division of Forestry. Sub-grantee will then have an additional 30 days to supply NDF with proof of payment to the vendor/sub-contractor, for a total of 60 days from the receipt of advance to reconcile.

5. Matching Share

Documentation of matching share must be included with each advance reconciliation or reimbursement request. All items applied to matching share must be eligible, as identified in the Approved Sub-grant Budget and the applicable items 1 through 3, as listed above. Requirements for documentation of matching share are the same as the grant share, listed above.

a. Volunteer labor rates may be valued at the current rate on <u>http://www.independentsector.org/programs/research/volunteer_time.html</u> for skilled labor if there is no other justifiable rate to base pay on.

b. Volunteer equipment hours may be valued at the fair market value for the sub-grantees local area or at the current NRCS rates available at http://efotg.nrcs.usda.gov/efotg_locator.aspx?map=NV (click on your county, then on the + next to the sub-file labeled Section I, then on the + next to the cost data, and open the excel spreadsheet called LRF Practice Components Year).

6. <u>Audits</u>

Sub-grantees who expend over \$750,000 in federal funds in a year are required to comply with the Single Audit Act. Sub-grantees must send NDF a copy of any audit conducted in compliance with OMB Circular A-133 (<u>Circulars [The White House</u>) within 60 days of receipt of the audit report. NDF will respond to the audit within 90 days. If applicable, it is the sub-grantees responsibility to ensure that NDF is a recipient of a copy of the audit findings.

7. <u>Records Retention</u>

Sub-grantee must maintain records which adequately identify grant receipts and expenditures. All records must be kept by sub-grantee for six years after the expiration of the sub-grant or pending matters are closed, whichever is later. The books, records, documents and accounting procedures and practices of the sub-grantee relevant to this award shall be subject to inspection, examination and audit by the Grant Awarding Agency, the State of Nevada, the Nevada Division of Forestry, the Attorney General of Nevada, the State Legislative Auditor or any other designated agent.



NEVADA DIVISION OF FORESTRY **PROGRAM TERMS AND CONDITIONS**

Subgrant Project Title: Virginia City Highlands HFR

Subgrant #: HF22 23-001

This sub-grant is awarded under the terms of Public Law 95-313, Cooperative Forestry Assistance Act of 1978, as amended, Section 9, and accepted for the purpose described in the enclosed narratives. This sub-grant agreement shall become effective when the "Notice of Sub-grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the Nevada State Forester. NDF retains the right to terminate this sub-grant for cause at any time before completion of the program when it has determined the sub-grantee has failed to comply with the conditions of this agreement.

Sub-grantee certifies that grant funds for this project shall not be used to substitute for existing state, Tribal, or local government budgets.

Sub-grant associated changes requiring prior approval from NDF 1.

The sub-grantee shall neither assign, transfer, nor delegate any rights, obligations or duties under this "Notice of Sub-grant Award" without the prior written consent from the Nevada Division of Forestry. Sub-grantee must notify NDF program administrator in ample time to give proper approval or complete any necessary paperwork well before the grant expires or the change is set to occur. If any of the conditions listed occur or are imminent, sub-grantee shall notify the NDF grant administrator immediately:

- \Box Change to scope of work
- \Box Change to budget
- □ Change in key personnel
- □ Change in completion date of project (must be requested 30 days prior to current expiration)
- □ Change or substantially new systems
- □ Audit findings that result in enforcement action by a governmental entity
- Substantive change in financial condition
- □ Disengagement from the project for more than 3 months (unless contemplated in the grant application)

2. Printed Material

All printed material shall contain an Equal Opportunity Statement in compliance with Title IV of the Civil Rights Act of 1964 (P.L. 88-352). All printed material shall also contain a declaration of Federal and Nevada Division of Forestry assistance. Printed materials include but are not limited to: brochures, booklets, television segments, billboards, signs, videos, professional reports, and maps. Sub-grantee must supply NDF with two copies of all printed materials developed with funding in this sub-grant upon completion, termination or cancellation of this sub-grant. (See Attachment A, Section F for additional information.)

3. Clearances and Permits

The sub-grantee is responsible for obtaining all necessary permits and clearances, and for completing all plans associated with this project. This includes but is not limited to archaeological reports and clearances, timber harvest permits, landowner permission, stream environment zone clearances, threatened and endangered species clearances. In applicable projects, it is also the subgrantees responsibility to ensure property boundaries are clearly marked and all affected property owners have signed an agreement prior to the onset of work.

4. **Project Maintenance**

Sub-grantees agree to provide required maintenance as specified in the scope of work on page 1 of this document to sub-grant funded projects and equipment.

5. Cultural & Historic Properties

Per the Code of Federal Regulations- 36 CFR 800.13(b)(3) (http://www.achp.gov/regs-rev04.pdf): if buried or previously unidentified historic, pre-historic or Native American artifacts are discovered during project activities; the sub-grantee shall cease all work immediately and notify the Nevada Division of Forestry within 48 hours of discovery.

6. **Reports Required**

Required reports will be specified in the scope of work on page 1 of this document. All sub-grantees shall submit a final report within 45 days of expiration of this sub-grant outlining financial status and project accomplishments and milestones. Sub-grantees who have not submitted a final reimbursement request and final project report within the 45 day period or have not requested an extension to the expiration date at least 30 days prior to the original expiration may forfeit their sub-grant award and the ability to seek reimbursement from the Nevada Division of Forestry. Sub-grantees shall have no claim to unexpended funds after completion, termination or cancellation of this Subgrant.

7. Indemnification

To the fullest extent permitted by the law, the sub-grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Sub-grantee, its officers employees and agents.

> Page 6 of 10 Revised 12/10/15 Notice of Subgrant Award (S:\Fiscal Services\GRANTS\Forms)



8. <u>Trafficking in Persons</u>

- a. Provisions applicable to a Recipient that is a private entity.
 - 1. You as the Recipient, your employees, contractors under this award, and contractors' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or contracts under the award.
 - 2. We as the State awarding agency may unilaterally terminate this award, without penalty, if you or a contractor that is a private entity
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 7 CFR 3017.
- b. Provision applicable to a Recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a contractor that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 7 CFR 3017.
- c. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any contract you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a contractor who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Nevada Division of Forestry.

Instructions for Certification

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the next page in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is 3. submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," 4. "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor (1)its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2)Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Storey County Fire Protection District VC Highlands HFR – HF22 23-001 Organization Name

Sub-grant Project Title or Number

Name(s) and Title(s) of Subgrantee Authorizing Official(s)

Signature(s)

Date



Nevada Division of Forestry Certification of Subgrantee Authorizing Official(s)

Subgrant Project Title: Virginia City Highlands HFR

Subgrant #: **HF22 23-001**

OTHER PERSONNEL AUTHORIZED WITH SIGNATURE AUTHORITY:

(Completion of this section is optional. This section is to be used if someone other than is the Authorizing Official is authorized to make changes to the subgrant or complete any grant functions as mentioned below.)

I, _____(name of Authorizing Subgrantee Official) certify that in addition to myself, the following are representatives of my organization authorized to sign the Request For Reimbursement or Advance Form, to submit the progress and/or final reports, and to request a change to the scope of work or approved budget.

(a) (Signature of Subgrantee Organization Representative)
 (b) (Signature of Subgrantee Organization Representative)
 (c) (Signature of Subgrantee Organization Representative)
 (Typed/Printed Name& Title)

AUTHORIZED SIGNATURE:

(a)

Typed Name and title of Subgrantee Authorizing Official

(b)

Signature of Subgrantee Authorizing Official



Nevada Division of Forestry Acknowledgement of Receipt

Subgrant Project Title: Virginia City Highlands HFR Subgrant #: HF22 23-001

By signing below, I hereby acknowledge that I have received a copy of the following:

- OMB Circular Uniform Grants Guidance, 2 CFR Part 200
- OMB Frequently Asked Questions for 2 CFR Part 200
- United States Department of Agriculture Forest Service Circular FS-850 "Complying with Civil Rights Requirements"

(Signature of Subgrantee Organization Representative)

(Typed/Printed Name& Title)



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 5 minutes	
BOCC Meeting		
Agenda Item Type: Discussion/Possible Action		

- <u>Title:</u> Consideration to approve disposal by means of auction, donation, sale, or trade in of two (2) surplus Fire District vehicles.
- <u>**Recommended motion:**</u> I (Fire Commissioner) move to approve the disposal of 2 surplus Fire District vehicles by means of auction, donation, sale, or trade in.
- **<u>Prepared by:</u>** Jeremy Loncar

Department:

• <u>Staff Summary:</u> I am requesting approval to reduce our fleet by means of sale, auction, trade-in, or donation of the following vehicles:

Contact Number: 775-847-0954

- - 1996 HME Type 1 Fire Engine
- 1996 HME Type 1 Fire Engine

Vin 44KFT4280TWZ18192 Vin 44KFT4289TWZ18191

- •
- These wo vehicles have met the end of their useful life for the district by means of mechanical issues and/or mileage. Both of these engines are mostly operational, however will require an extensive amount of repair to make them reliable.
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
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Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 3/21/2022

Estimate of time required: 5 Minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

- 1. Title: DISCUSSION/POSSIBLE ACTION: To approve disposal by means of auction, donation, sale, or trade in of two (2) surplus Fire District vehicles.
- 2. **Recommended motion:** I (Fire Commissioner) move to approve the disposal of 2 surplus Fire District vehicles by means of auction, donation, sale, or trade in.

3. Prepared by: Jeremy Loncar

Department: Fire

4. Staff summary: I am requesting approval to reduce our fleet by means of sale, auction, trade-in, or donation of the following vehicles:

1996 HME Type 1 Fire Engine 1996 HME Type 1 Fire Engine Vin 44KFT4280TWZ18192 Vin 44KFT4289TWZ18191

Telephone: 847-0954

5. Supporting materials: These wo vehicles have met the end of their useful life for the district by means of mechanical issues and/or mileage. Both of these engines are mostly operational, however will require an extensive amount of repair to make them reliable.

6. Fiscal impact: N/A

Funds Available: N/A Fund:

7. Legal review required:

District Attorney

8. **Reviewed by**: Department Head JL

Denied

County Manager 9. Board action: Approved []

Other agency review:

Department Name: Fire District

Approved with Modifications

[] [] Continued

Agenda Item No.

Comptroller



Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 15 min.
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>**Title:**</u> Consideration and possible approval to appoint Lara Mather to the Board of Directors of the Northern Nevada Transportation Management Association, a new nonprofit corporation, focusing on transportation issues in the area of the Tahoe-Reno Industrial Center and Northern Nevada.
- <u>Recommended motion:</u> I (commissioner), move to approve the appointment Lara Mather to the Board of Directors of the Northern Nevada Transportation Management Association, a new nonprofit corporation, focusing on transportation issues in the area of the Tahoe-Reno Industrial Center and Northern Nevada.
- <u>Prepared by:</u> Austin Osborne

Department:

Contact Number: 775.847.0968

- **<u>Staff Summary:</u>** See attached bi-laws.
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact: None
- Legal review required: TRUE
- <u>Reviewed by:</u>

____ Department Head

Department Name:

County Manager

Other Agency Review: _____

[] Approved	[] Approved with Modification
[] Denied	[] Continued

BYLAWS OF "Northern Nevada Transportation Management Association" D/B/A "NN TMA"

A NEVADA NONPROFIT CORPORATION

ARTICLE I NAME

The name of this organization shall be the "Northern Nevada Transportation Management Association, Incorporated ("Corporation").

ARTICLE II AUTHORITY AND PURPOSE

The Corporation is organized, pursuant to Chapter 82 of the Nevada Revised Statutes exclusively for social welfare and educational purposes as those terms are defined and limited by Section 501 (c) (3) of the Internal Revenue Code (1954), as amended, or any corresponding provisions of a subsequent federal law. The core purposes of the Corporation is to provide information on alternative transportation choices. In addition, the Corporation will strive to provide the following services:

- 1. Providing a forum for developers, employers, and property owners to address common transportation concerns and to work cooperatively with government to mitigate the impacts of traffic congestion through a transportation management program;
- 2. Reducing traffic congestion, air pollution, and parking needs by providing alternative transportation information;
- Promoting efficient transportation demand management systems and programs that will enhance the area's competitiveness and economic vitality and continue its image as an attractive place in which to work, visit, and conduct business;
- 4. Administering contributions and grants to the Corporation from public and private sources and funds under contracts with public agencies and private

organizations, in accordance with the terms and conditions of such contributions, grants, and contracts and in keeping with the purposes of the Corporation as stated in its Articles of Incorporation and these Bylaws; and

5. Exercising all rights and powers granted to nonprofit corporations to fulfill its purposes, subject to such limitations as may be contained in the Articles of Incorporation or these Bylaws.

ARTICLE III GOVERNANCE STRUCTURE – BOARD OF DIRECTORS

Section 1 – Number

The Corporation shall be managed and governed by a Board of Directors. There shall never be less than seven (7) and not more than twenty (20) Directors on the Board with full voting rights. The number of Directors with voting rights may be changed by a majority vote of the then-voting members of the Board of Directors. The voting members of the Board of Directors may appoint, by majority vote, up to ten (10) non-voting Advisory Directors to the Board. In addition, the Board of Directors must include certain members of government and other entities, as described in Section 3 below.

Section 2 – Powers of Board of Directors

Subject to the limitations provided by law, the Articles of Incorporation, or these Bylaws, all corporate powers of the Corporation shall be exercised by or under authority of the Board of Directors. Without limiting the generality of the foregoing, the Board of Directors has the following powers:

- (a) to select and remove any or all of the officers, agents, and employees of the Corporation; prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or these Bylaws; fix their compensation and require from them security for faithful service;
- (b) to conduct, manage, and control the affairs and business of the Corporation, and to make such rules and regulations not inconsistent with laws, with the Articles of Incorporation or these Bylaws, as they deem best;
- (c) to change the principal office of the Corporation from one location to another within the area served by the Corporation; to designate any Directors, and to adopt, make, and use a Corporate seal;
- (d) to borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefore in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, and securities therefore;

- (e) to solicit, collect, receive, acquire, hold, and invest money and property, both real and personal, received by gift, contribution, bequest, devise, or otherwise; to sell and convert property, both real and personal, into cash; and to use the funds of this Corporation for any of the purposes for which this Corporation is formed, as a sub-recipient of grant funds and so long as the above actions comply with grant terms and obligations;
- (f) to act as trustee under any trust created to furnish funds for the principal objectives of this Corporation and receive, hold, administer, and expend funds and property subject to such trust;
- (g) to purchase or otherwise acquire, own, hold, sell, assign, transfer, or otherwise hypothecate or encumber, and to deal in the shares, bonds, notes, debentures, or other securities or evidences of indebtedness of any person, firm, corporation or association and, while the owner or holder thereof, to exercise all rights, powers, and privileges of ownership;
- (h) to enter into, make, perform, and carry out contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association or corporation, municipality, county, state, government (foreign or domestic) or other municipal or governmental subdivision within the scope and purpose of the TMA; and
- (i) to create lower boards, such as a foundation board and specific task boards to support the functioning of the Board of Directors.

Section 3 – Composition of Board of Directors

A – Mandatory Government and Non-Profit Members of the Board of Directors

As referenced above in section 1, certain members of the Board of Directors must come from certain government and non-profit entities. Specifically, the Regional Transportation Commission of Washoe County has the right to appoint one (1) Commissioner, with their respective aides serving as alternates with full voting rights; the Regional Transportation Commission of Storey County has the right to appoint one (1) Commissioner with their respective aides serving as alternates with full voting rights; the Nevada Department of Transportation has the right to appoint one (1) member; the Economic Development Authority of Western Nevada has the right to appoint one (1) member. A member of the Board of Directors appointed pursuant to this section shall have full voting rights and the right to appoint an alternate to the Board from the same organization. The name of the alternate shall be submitted in writing to the Executive Director within 14 days of the member's appointment by their respective entity. Alternates attending Board of Director meetings shall have full voting rights, the same as if the actual appointed member was present. If any organization declines to assign a board appointment, the TMA may appoint an at-large member.

B – All Other Voting Members of the Board or Directors

All other positions on the Board of Directors are open to any natural person over eighteen years old who is employed by a business or other entity, that is served by or otherwise directly affected by the activities of the Corporation. The Directors shall have the discretion to present a slate of individuals for nomination to the Board of Directors at the regular January meeting of each calendar year and these new Directors shall be elected by majority vote of the then voting members of the Board of Directors. All Directors shall have full voting rights.

Section 4 – Non-Voting Advisory Directors

The voting Board of Directors may appoint up to ten (10) non-voting Advisory Members to the Board of Directors. At any time when there is a vacancy among the non-voting Advisory Members, a voting member of the Board may nominate any natural person over 18 years old to be a non-voting Advisory Member and such individual shall become a non-voting Advisory Member upon majority vote of the voting Board of Directors.

Section 5 – Term of Office

The term of office for City and County Commissioners shall be commensurate with the term of their elected office. The term of office for all other Directors shall be two (2) years. There shall be no prohibition against Directors serving consecutive terms.

Section 6 – Vacancies

The power to fill vacancies for unexpired terms of Directors shall be vested in the majority vote of the voting Directors then in office. Each qualified Director so elected shall hold office for the designated term.

Section 7 – Limitation on Terms

Upon the expiration of each Director's term, or upon majority vote of the entire Board of Directors to expand the number of Board members, a new Director will be elected (or a prior Director will be reelected, if applicable) for a full term as provided herein.

Section 8 – Compensation

Directors shall serve without compensation for their services but may fix reasonable allowance for reimbursement of expenses actually incurred in connection with their duties.

Section 9 – Resignation or Removal

Any Director may resign by giving written notice to the Secretary. Any Director may be removed from the Board of Directors for a failure to meet his or her obligations to the Corporation. Such removal shall be by a two-thirds vote of the entire Board of Directors.

Section 10 – Place of Meeting

The Board of Directors may hold its meetings, annual, regular, or special, at such place as determined by a majority vote of the voting members of the Board of Directors.

Section 11 – Annual and Regular Meetings

An annual meeting of the Board of Directors shall be held in conjunction with the annual meeting of the Corporation in the month of January each year, or as soon thereafter as possible. The annual meeting shall be held on the date and at the time and place as shall be stated in the notice of the meeting, which notice shall be in writing and shall be e-mailed at least 30 days before the annual meeting. Regular meetings of the Board of Directors shall be held at least once per quarter on a date and time to be determined by majority vote of the voting members of the Board of Directors.

Section 12 – Special Meetings, Notice, and Waiver

Special meetings of the Board of Directors shall be held at the desire of the Chair or Secretary of the Corporation, or any three (3) Directors. At least ten (10) days' written notice of each such special meeting stating the time and place of the meeting shall be given to each Director, as the case may be. Neither the business to be transacted at nor the purpose of any meeting of the Board of Directors need be specified in the notice unless required by these Bylaws. Any Director may waive notice of any meeting.

Section 13 – Quorum, Adjournment, and Manner of Acting

In order to transact the business of the Board, a quorum must be present at the meeting. Fifty percent (50%) plus 1 of the total number of voting Directors shall constitute a quorum for the transaction of business of the Board. For calculating purposes, only Directors that are physically present at the meeting can be counted towards achieving a quorum. However, once a quorum is achieved, a Director may, if necessary, for health or good cause shown, attend meetings by telephone and vote on Board matters. The vote of a majority of voting Directors attending a meeting in person or on the telephone shall constitute the act of the Board of Directors, unless otherwise provided for in these Bylaws. Meetings are adjourned by majority vote of the voting Directors at a meeting.

ARTICLE IV – OFFICERS, AGENTS, AND EMPLOYEES

Section 1 – Number, Qualifications, Term, and Election of Officers

On the Board of Directors, there shall be a Chairman of the Board, a Vice-Chair, a Treasurer, and a Secretary. These positions can only be filled by voting members of the Board of Directors. The term of office for officer positions shall be one year, however Directors can serve as many terms as an officer as the term limitation in Section 5 allows. Every year, at the annual January meeting, voting members of the Board of Directors shall nominate voting members of the Board of Directors for specific position. The voting members of the Board of Directors shall then vote on the nominees, and the nominee receiving the most votes shall be offered the position. Any and all ties are broken by the vote of the Chairman of the Board. The Board of Directors may from time to time appoint such officers, agents, and employees of the Corporation as it deems advisable, each of whom shall hold office or employment for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 2 – Removal

Any officer of the Corporation may be removed for cause at any time by a majority vote of the Board of Directors.

Section 3 – Chairman

The Chairman shall be the Chief Executive Officer of the Corporation. The Chairman shall preside at each meeting of the Board of Directors. The Chairman shall be entitled to notice of and to attend meetings of all committees. The Chairman shall see that all Orders and Resolutions of the Board of Directors and of other committees of the Corporation are carried into effect.

Section 4 – Vice Chair

The Board Vice Chairman will assist the Chairman in carrying out his / her duties, as set forth in Section 3 of this Article. He / she shall preside in the Chairman's absence at meetings of the Board of Directors, the Vice Chairman shall be responsible for the formation and implementation of the general policies of the Corporation. He / she shall also perform other duties as may be requested of him or her from time to time by the Chairman. In the event of the Chairman's absence or inability to act, the Vice Chairman shall perform the duties of the Chairman and when so acting shall have all the authority of and be subject to all the restrictions

upon the Chairman. In the event of both the Chairman's and the Vice Chairman's absence or inability to act, the Secretary shall perform the duties of the Chairman and when so acting shall have all the authority of and be subject to all the restrictions upon the Chairman.

Section 5 – Secretary

The Secretary or the Secretary's designee shall be responsible for supervising the recording and keeping of minutes of all meetings of Board of Directors. The Secretary shall keep a register of the address of each Director, which shall be furnished to him or her by such Directors, and shall cause to be given notice of all meetings of the Board of Directors. He / she shall be custodian of the seal of the Corporation and shall affix the seal, or cause it to be affixed, to all documents the execution of which on behalf of the Corporation under its seal shall have been specifically or generally authorized by the Board of Directors. He / she shall have the charge of the books, records, and papers of the Corporation relating to its organization as a Corporation and shall see that the reports, statements and other documents required by law are properly kept or filed. He / she shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the Board of Directors or any Chairman.

Section 6 – Treasurer

The Treasurer shall have ultimate charge and custody of and be responsible for all funds and securities of the Corporation; shall keep full and accurate accounts of assets, liabilities, receipts and disbursements, and other transactions of the Corporation in books belonging to the Corporation; shall cause regular audits of such books to be made under the guidance and direction of the Board of Directors; and shall deposit or cause to be deposited all monies and other valuable effects in the name of and the credit of the Corporation in such banks or other depositories as may be designated by the Board of Directors. The Treasurer, with the authority of the Chairman, shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He / she shall render, whenever the Board of Directors, Chairman, or these Bylaws require, a statement of all transactions as Treasurer and an account of the financial condition of the Corporation. To ensure adequate internal controls, the Executive Director shall be responsible for tracking and receiving all receipts of the Corporation on a daily basis and shall provide a report of all receipts to the Board of Directors on a monthly basis.

Section 7 – Vacancies

Except as otherwise provided in these Bylaws, in case the office of the Chairman, Vice Chairman, Treasurer, Secretary, or other person elected by the Board of Directors becomes vacant due to death, resignation or removal, the

vacancy may be filled by immediate majority vote of the Board of Directors for the remainder of the unexpired term, if any.

Section 8 – Resignations

Any officer, agent or employee elected or appointed by the Board of Directors may resign his or her office at any time by giving written notice of his or her resignation to the Chairman or Secretary of the Corporation. Such a resignation shall take effect at the time of its receipt, and the acceptance of the resignation shall not be necessary to make it effective.

Section 9 – Non-liability of Directors

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

ARTICLE V – PERSONNEL

Section 1 – Executive Director

The Board of Directors may employ an Executive Director who shall be the Chief Operating and Administrative Officer of the Corporation; subject to the direction of the Board. He / she shall be responsible for the Corporation's day-to-day operations, organization, and staff. In general, he / she shall perform all duties incident to the position of administrative officer and such other duties as may from time to time be assigned to him or her by these Bylaws or by the Chairman. The Board of Directors shall fix the compensation for such office and approve a salary structure on an annual basis. The Executive Director shall serve at the pleasure of the Board of Directors.

Section 2 – Other Personnel

The Board of Directors may also employ such other personnel and retain consultants as may be deemed necessary to attain the objectives of the Corporation.

ARTICLE VI – CONTRACTS, INCOME, AND DISBURSEMENT

Section 1 – Contracts

The Board of Directors may authorize by majority vote of the Directors any officer or agent of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or service agreement or to execute and deliver any instrument in the name of and on behalf of the Corporation, within the scope of the Corporation's purpose. The Executive Director, or any officer of the Board of Directors, on behalf of the Corporation, may enter into contracts, service agreements, and other binding instruments not exceeding \$25,000.00, only after first obtaining Board of Directors approval.

Section 2 – Checks

All checks, drafts, or offers for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation for an amount equal to or less than \$5,000.00 may be signed and issued by the Executive Director or any officer of the Board of Directors. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation for an amount greater than \$5,000.00 shall be signed by two of the following, after receiving approval of a majority of the Board of Directors: Chairman, Vice Chairman, Treasurer, Secretary, and Executive Director.

Section 3 – Service Fees

The Board of Directors may set and collect fees and charges to be paid by corporations, agencies, partnerships, joint ventures, other organizations or individuals for services performed or to be performed by the Corporation in accordance with the Articles of Incorporation and these Bylaws. Such fees and charges may vary in amount based upon the type and quantity of services, the fair market value of in-kind services provided by such organizations may be counted against the total amount of fees or charges owed.

Section 4 – Gifts

The Board of Directors by majority vote may accept, on behalf of the Corporation, contributions, gifts, bequests, or devises for the general purpose or for any special purpose of the Corporation.

ARTICLE VII – BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall keep summaries of the proceedings of the meetings of the Board of Directors, and shall keep a record of names and addresses of members entitled to vote. At intervals of not more than twelve (12) months, the Corporation shall prepare a balance sheet and profits and loss statement showing its financial condition as of a date note more than four (4) months prior thereto and a statement of receipts and disbursements for the preceding twelve-month period. All books and records shall be kept at a location designated by the Board of Directors and may be inspected by any Director or his / her agent for any proper purpose during usual business hours.

ARTICLE VII – FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year.

ARTICLE IX - NON-LIABILITY

No Director of the Corporation and no contributor to the Corporation shall be liable for the acts of the Corporation, its Board of Directors, it agents, or its representatives. The Corporation shall indemnify and hold harmless any person who was or is a party, or was threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, civil, criminal, administrative, or investigative when the person is or was a Director, officer, employee or agent of the Corporation, except that to the extent that such claims, suits, etc., shall arise by virtue of willful misconduct or gross negligence of such person.

ARTICLE X - Princial Office

The principal office should be located at 1958 ForestGate Dr. Sparks, Nevada 89436.

ARTICLE XI – AMENDMENTS

These Bylaws may be amended, altered, or repealed or new Bylaws adopted by a supermajority vote of the Directors at any meeting of the Board of Directors provided that the proposed action was stated in specific terms in the notice of the meeting.

These Amended and Restated Bylaws were adopted on this XXth day of XXXXX 2021.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 15 min.
BOCC Meeting	
Agenda Item Type: Discussion/Possible Action	

- <u>Title:</u> Consideration and possible approval of Resolution No. 23-673 of the Board of Storey County Commissioners extending the declaration of a state of emergency in Storey County due to unforeseen severe weather events causing sudden flooding, avalanche, and mudslide due to snow runoff caused by atmospheric river flows across the county starting March 9, 2023, and the end date extending from March 20 to April 4, 2023. The emergency declaration may provide the county access to state and federal funds and other resources which otherwise may not be available for its response to the weather emergency. This action should not cause alarm, but it should remind residents and businesses to be vigilant and to prepare for potential impacts caused by storm events.
- <u>Recommended motion</u>: I (commissioner) motion to approve Resolution No. 23-673 of the Board of Storey County Commissioners extending the declaration of a state of emergency in Storey County due to unforeseen severe weather events causing sudden flooding, avalanche, and mudslide due to snow runoff caused by atmospheric river flows across the county starting March 9, 2023, and the end date extending from March 20 to April 4, 2023.
- **<u>Prepared by:</u>** Mike Bullian

Department: Contact Number: 775.634.7443

- <u>Staff Summary</u>: Declaring a state of emergency may provide the county access to state and federal funds and other resources which may not otherwise be available for the county's response to weather-related issues.
- •
- This action should not cause alarm, but it should remind residents and businesses to be vigilant and to prepare for potential impacts caused by storm events.
- Supporting Materials: See attached
- Fiscal Impact: 0
- **Legal review required:** TRUE
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

• **Board Action:**

[] Approved	[] Approved with Modification
[] Denied	[] Continued



DECLARATION OF EMERGENCY - AMENDMENT

Amendment to Proclamation Declaring a Severe Weather Emergency

WHEREAS, on March 10, 2023, a Declaration of Emergency was issued pursuant to Nevada Revised Statute 414.070 in response to the effects of the severe weather system than began on March 9, 2023; and

WHEREAS, the State of Nevada experienced significant damage from a continued extreme weather event which induced flooding that began on March 9, 2023, and is expected to continue as predicted by the National Weather Service; and

WHEREAS, in addition the counties of Churchill, Douglas and Lyon, Storey County and the Yomba Shoshone Tribe have also declared a state of emergency; and

WHEREAS, other areas of Nevada are also experiencing the effects of the severe weather system including the counties of Esmeraldo, Elko, Eureka, Humboldt, Mineral, Nye, Washoe, and White Pine as well as Carson City; and

WHEREAS, it is now known that multiple interstate, intrastate, and local roads have been damaged from flood, avalanches, and rockslides; and

WHEREAS, the State of Nevada will require assistance from the Federal Highway Administration on eligible roads and projects which will be identified when damage assessment is completed.

Now therefore, I, Joe Lombardo, Governor of the State of Nevada, pursuant to the authority vested in me by the Constitution and laws of the State of Nevada, hereby amend the state of emergency issued on March 10, 2023, to declare a state of emergency due to the series of severe weather systems affecting the State of Nevada, and consequent danger to life and property. I hereby direct all state agencies, in conjunction with federal partners, to supplement the efforts of the impacted jurisdictions to save lives, protect property, and protect the health and safety of person in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 11th day of March, in the year two thousand twenty-three.

Governor Secretary of State

Deputy

DECLARATION OF EMERGENCY

WHEREAS, Storey County has suffered a series of extreme weather events in recent months including heavy snow accumulation, and which by current weather forecasts unforeseen heavy rain at high elevations is believed to occur From March 9, 2023 through April 4, 2023, resulting in potential flooding, avalanche, and mudslides throughout the county, especially in its lower elevation communities.

AND WHEREAS, these weather events have resulted in damages to roadways, <u>culverts</u>, <u>drainage</u> facilities, <u>bridges</u>, <u>communications</u> facilities, <u>county</u> <u>property</u> and <u>equipment</u>, and to real and personal property.

AND WHEREAS, these conditions have prompted <u>emergency</u> responses to protect and to preserve lives and public and private properties.

in and around the County;

AND WHEREAS, all of these circumstances have severely taxed the County's emergency response resources, including fire, medical, road maintenance, and Sheriff personnel;

NOW THEREFORE IT IS HEREBY DECLARED THAT A STATE OF EMERGENCY exists in Storey County and Storey County Emergency Management Director Michael "Mike" Bullian is authorized to take whatever actions are necessary to prevent further loss of property and injury to or loss of life as may be appropriate and available including requesting assistance from the State of Nevada.

DATED this 21st day of March 2023, at ______ time.

Jay Carmona, Chairman Storey County Board of Commissioners

SUMMARY: RESOLUTION OF THE COUNTY COMMISSIONERS DECLARING A STATE OF EMERGENCY IN THE COUNTY OF STOREY DUE TO STORM EVENTS RESOLUTION 23- 673

WHEREAS, Storey County is a political subdivision of the State of Nevada; and WHEREAS, beginning on or about March 9, 2023, and, according to current forecasts, lasting through April 4, 2023, the unforeseen atmospheric river conditions will cause a series of storms, avalanches, and mudslides to impact much of Northern Nevada including Storey County.

WHEREAS, as a result of the storm, damage was done to roadways, culverts, bridges, and real and personal property within Storey County.

WHEREAS, as a result, Storey County manpower and resources have been and now are stretched to their limits, and assistance to respond to the emergency may be necessary with anticipated continued atmospheric river activity to Storey County by other jurisdictions.

WHEREAS, the health, safety, and welfare of persons and property in Storey County were and may continue to be endangered due to the storm events and

WHEREAS, on the 10th day of March, 2023, Storey County Manager Austin Osborne and Storey County Emergency Management Director Mike Bullian requested that the Board of County Commissioners in a duly noticed open meeting of the Board declare that an emergency existed during the course of the storm events which request was unanimously approved by the Board, and on April 4, 2023, the County Manager and Emergency Management Director request that the declaration of emergency is extended to April 4, 2023.

WHEREAS, the State of Nevada and the United States Government have manpower and resources which may be available to Storey County and its residents; now therefore,

THE COUNTY COMMISSIONERS OF STOREY COUNTY DO RESOLVE AS FOLLOWS, TO WIT:

1. That the Storey County Board of Commissioners, under and by virtue of authority vested in them by Chapters 244 and 414 of the Nevada Revised Statutes, does hereby declare that a disaster area and state of emergency exists within the County of Storey and that all local resources were used to respond to, recover from, and mitigate the effects of the emergency caused by the storm events.

2. That the Storey County Commissioners do hereby request that the Governor of the State of Nevada investigate the emergency existing in Storey County and declare that a disaster area and state of emergency exists in Storey County.

3. That the Storey County Commissioners do hereby request that the Governor of the State of Nevada provide assistance, equipment and manpower from the appropriate state agencies, including the Nevada Division of Emergency Management, the Nevada Department of Transportation and other agencies needed to address the disaster.

4. That the Storey County Commissioners do hereby request that the Governor of the State of Nevada contact the Nevada Congressional Delegation in Washington, D.C. to solicit their assistance in gaining federal aid for Storey County.

PASSED AND ADOPTED ON	at	HOURS.
THOSE VOTING AYE:		
THOSE VOTING NAY:		
ABSENT:	 	

STOREY COUNTY BOARD OF COMMISSIONERS

Jay Carmona, CHAIRMAN Storey County Board of Commissioners



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 10
BOCC Meeting	-
Agenda Item Type: Discussion/Possible Action	

- <u>Title:</u> Consideration and possible approval of Resolution No. 23-674, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2022-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees adding the title of Intermittent Part Time (IPT) Deputy to be added, step and wage to mirror the NAPSO Pay scale, attached, and will be retro-active to February 21, 2023.
- <u>Recommended motion:</u> I (commissioner) move to approve Resolution No. 23-674, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2022-23 fiscal year and superseding prior year action by resolution for appointed Storey County employees adding the title of Intermittent Part Time (IPT) Deputy to be added, step and wage to mirror the NAPSO Pay scale and will be retro-active to February 21, 2023.
- **<u>Prepared by:</u>** Mitzi Carter

Department: Contact Number: 7758470968

- <u>Staff Summary:</u> Due to the Storey County Sheriff's Department being at a critical staffing level, a new IPT Deputy, needs to be an added classification to the Non-Represented Classification Resolution. This position will follow the attached NAPSO pay scale as needed and is limited to working up to 1039 hours. The effective date for this will need to be retro-active to February 21, 2023.
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact: UNK
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

Board Action:

[] Approved	[] Approved with Modification
[] Denied	[] Continued

APPENDIX A: WAGE AND STEP SCHEDULE

(2020 – 2023 Collective Bargaining Agreement Between SCSOEA & Storey County)

Article 7 Compensation.

4

			W	age and	l Step Se	chedule				
Class & Year				Me	rit Steps	Genera	1			
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Deputy	46,525	49,084	51,783	54,632	57,636	60,806	64,151	67,679	71,401	75,328
Corporal	49,461	52,181	55.051	58,079	61.274	64.644	68,199	71,950	75,907	80,082
Sergeant	53,347	56,281	59,377	62,642	66,088	69,722	73,557	77,603	81,871	86,374

Page 43 (2020-2023 Collective Bargaining Agreement Between SCSOEA & SC)

RESOLUTION NO. 23-674

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS 245.045 FOR APPOINTED OFFICIALS.

BE IT HEREBY RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, STOREY COUNTY, NEVADA:

WHEREAS, for the purposes of NRS 245.045, the Storey County Board of County Commissioners has authority to establish the salaries of all appointed and non-represented County employees by the enactment of a resolution.

WHEREAS, the salaries of all appointed officials and non-represented county employees, except certain Sheriff's Office employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule (Attachment A) for appointed officials and non-represented employees of the county.

WHEREAS, the General Salary Schedule step and grade ranges (Attachment A) will be consistent with the NAPSO general employees salary schedule and will be adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency in the county's classification plan.

WHEREAS, the General Salary Schedule step and grade ranges (Attachment A) will be consistent with the AFSCME general employees salary schedule and will be adjusted accordingly on a year-by-year basis to account for cost-of-living and to maintain consistency in the county's classification plan.

WHEREAS, the salary grade range of appointed officials and non-represented employees shall be as follows for the 2022-23 fiscal period:

Position	Salary Grade
Administrative Assistant I	Grade 110
Administrative Assistant II	Grade 116
Administrative Assistant III	Grade 119
Assistant Sheriff	Grade 140
Automotive/Equipment Manager	Grade 133
Bailiff/Court Services Officer	Grade 124
Buildings and Grounds Manager	Grade 133
Building Official	Grade 144
Business Development Officer	Grade 140
Chief Deputy District Attorney	Grade 153
Community Development Director	Grade 152
Community Relations Coordinator	Grade 130
Comptroller	Grade 154
Cook	Grade 115

Corrections Officer	Grade 117
County Manager	Grade 161
Cyber Security Officer	Grade 133
Deputy District Attorney	Grade 152
Dispatch Manager	Grade 140
Emergency Management Director	Grade 144
Tourism and Event Manager	Grade 135
Event and Site Manager	Grade 124
HR Director	Grade 144
HR Generalist	Grade 124
Information Technology Director	Grade 152
Information Technology Officer	Grade 140
Kitchen Aide	Grade 108
Management Analyst	Grade 131
Meals on Wheels Coordinator	Grade 110
Planning Manager	Grade 144
Public Works Director	Grade 152
Roads Manager	Grade 133
Senior Center Site Manager	Grade 119
Senior Services Director	Grade 140
Tourism Director	Grade 152

WHEREAS, the salary grade and step range of casual intermittent less-than part-time positions in the General Salary Schedule (Attachment A) shall be as follows for the 2022-23 fiscal period:

Grade 110
Grade 116
Deputy
Grade 110
Grade 110
Grade 110
Grade 100
Grade 108
Grade 105
Grade 110
Grade 110
Grade 118
Grade 102
Grade 102
Grade 104

WHEREAS, the flat-rate salaries for the positions below shall be set by the Storey County Board of Commissioners as follows:

Covernment Affairs Director	\$30,000
Government Affairs Director	(salary split 50/50 with SCSD)
Justice of the Peace	\$ 89,500

WHEREAS, salaries are set by the Nevada Legislature and County Commissioners for elected positions as follows:

Assessor	\$71,361
Commissioners	\$30,806.31
Clerk/Treasurer	\$71,361
District Attorney	\$122,678
Recorder	\$71,361
Sheriff	\$96,937

WHEREAS, if there is a PERS increase, said increase will be shared equally between Storey County and the employee in accordance with NRS 286.421 (3) (a) (1).

NOW, THEREFORE BE IT RESOLVED BY THE STOREYCOUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution _____ providing for the setting of salaries for the appointed officials and nonrepresented employees.

This resolution shall be effective on the 21th day of February 2023.

PROPOSED AND ADOPTED this 21th day of March 2023.

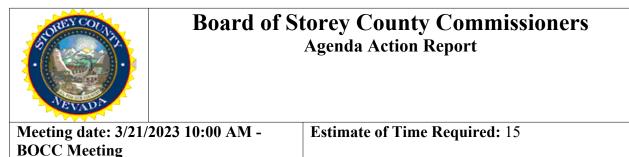
THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS Jay Carmona, Chairman

ATTEST:

CLERK TO THE BOARD



Agenda Item Type: Discussion/Possible Action

- <u>Title:</u> Enter into agreement with MOU for the Storey County Sheriff's Office Employee's Association/Nevada Association of Police & Sheriff's Officers (NAPSO) for the one (1) year renewal of the NAPSO CBA which has been negotiated in good faith by both parties. This MOU will amend the current contract ending June 30, 2023. We propose to end the current contract effective March 26, 2023, in order to have the new contract start date of March 27, 2023, for the new contract ending date of June 30, 2024.
- <u>Recommended motion:</u> I (commissioner) move to approve the MOU for the Storey County Sheriff's Office Employee's Association/Nevada Association of Police & Sheriff's Officers (NAPSO) for the one (1) year renewal of the NAPSO CBA which has been negotiated in good faith by both parties. This MOU will amend the current contract ending June 30, 2023. We propose to end the current contract effective March 26, 2023, in order to have the new contract start date of March 27, 2023, for the new contract ending date of June 30, 2024.
- <u>Prepared by:</u> Mitzi Carter

Department: Contact Number: 775-847-0968

- <u>Staff Summary:</u> In order to address the critical staffing level that the Storey County Sheriff's Office is experiencing, both parties agreed to primarily address to increasing the wages as the SCSO wages as comp studies showed that we our employees have the lowest wages as compared to several other close Counties. The wages will increase by 17%, then will increase by 5% annually thereafter. We also added some other incentives to the contract such as "Milestone Pay" based on tenure, awarding a bonus pay to existing employees for "Recruitment Referrals", and changed the set paid allowance for uniforms to them being issued uniforms and equipment, etc. We are hopeful these actions will help with successful recruitment of personnel and retention of current personnel
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact: \$580,265.43 First Fiscal Year
- Legal review required: False

• <u>Reviewed by:</u>

Department Head	Department Name:
County Manager	Other Agency Review:

Board Action:

[] Approved	[] Approved with Modification
[] Denied	[] Continued

STOREY COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

 NUMBER
 701

 EFFECTIVE DATE:
 12-2-08

 REVISED:
 08-02-11/01-05-15

 01-02-18/06-21-22
 08-02-22/12-06-22

AUTHORITY: BOC

COUNTY MANAGER: AO

SUBJECT: Health Insurance Coverage

1. PURPOSE

To establish eligibility for health insurance benefits. Health insurance benefits is to include hospitalization, major medical, dental and vision, and prescription medications.

2. POLICY

2.1 Definitions

- **Health Insurance:** Insurance coverage for medical, dental, vision, and prescription consistent with active employee coverage.
- **Initial Date of Hire:** The first date on which a regular employee in a position which is considered more than half-time (average 21 hours or more per week) is employed.
- **Medicare Eligible:** The point when a retiree or dependent is eligible to enroll in Medicare Part A and Part B; this may be because the retiree has reached age 65 or because s/he has been granted Medicare Part A and Part B due to a disability before reaching age 65. All questions about Medicare should be directed to the Centers for Medicare & Medicaid Service.
- **Open Enrollment:** The period designated annually by the HR Director during which changes in coverage under county plans may be made by participants.
- **Plan year:** The period set forth by the Storey County Board of Commissioners in which program benefits and rates are offered for enrollment.

2.2 Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, prescription drug, and Accidental Death and Dismemberment (AD&D) insurance issued by the insurance company. See policy 702 for Life and AD&D insurance.

2.3 Eligibility

Elected officers of the county are eligible to enroll in the group health insurance plan effective the first day of the month following the official administration of the oath of office. Full-time regular employees and part-time regular employees who are regularly scheduled to work at least an average of 21 hours per week are eligible to enroll in the group health insurance plan effective the first of the month following 60 days of employment. Employee's spouse and dependents are also eligible for coverage under the insurance plan as allowable by the provisions of this policy and the applicable collective bargaining agreement.

2.4 Employee Coverage

- The employer will pay one hundred percent 100 percent of the monthly premiums for health insurance for all regular full-time employees.
- For employees hired on or after July 1, 2005, the employer will pay a prorated percentage of monthly health insurance premiums based on actual hours scheduled to be worked for regular part-time employees working at least an average of 21 hours, but less than 40 hours, per workweek.
- Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

2.5 Dependent and Spouse Coverage

Fiscal Year 2022 - 2023 -

- <u>TFor employees hired before Jul1, 2014</u>, the employer will pay <u>8100</u> 5 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and <u>10085</u> percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage. <u>This provision also applies to elected officials.</u>
- For employees hired on, or after, July 1, 2014, the employer will pay 60 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 60 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage.

Beginning July 1, 2023

- For all employees, the employer will pay 70% percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 70% for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage.
- Effective May 1, 2012, if the employee's spouse is eligible for any other health insurance coverage, or Medicare Part A and Part B, the employee may choose to cover his/her spouse on the employer's health, dental, and/or vision plan for a charge equal to 50 percent of the cost of the spouse's coverage under the employer's plan. The employee shall provide to the HR office on a county provided affidavit annual

certification stating whether his/her spouses is eligible for any other health insurance or Medicare coverage.

2.6 Elected Officials

- For elected officials that take office, or were hired, prior to July 2014, the employer will pay 100 percent of the monthly health insurance premiums for the employee's dependents (up to age 26) and 100 percent for the employee's spouse who is not eligible for any other health insurance or Medicare Part A and Part B coverage. When salaries are increased per NRS 245.043, this policy will be reconsidered.
- Elected officials taking office, or hired, after July 2014 will be required to pay dependent coverage as provided in 2.5 of this policy.

2.<u>67</u> Pay In-Lieu of Benefit (Health insurance medical coverage)

- The employee may opt out of employer provided insurance plan coverage. Doing so, the employee is required to opt out of all three insurance plans, including health, dental, and vision. The employee opting out of this program will receive 50 percent of the insurance premium attributable to the medical and prescription coverage, that the employer would have paid for employee for the employer provided insurance coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. The amount paid will be included in calculating the employee's regular rate of pay for the purposes of calculating overtime. Opt out may only be done annually during the open enrollment period or upon an employee becoming newly eligible for coverage.
- No employee who is in any way covered under the county insurance plan may receive Pay In-Lieu of Benefit.

2.78 Sick Leave HSA Contribution

Employees may utilize up to 40 hours of his/her accrued sick leave to be utilized as an HSA contribution or toward their monthly insurance premium, provided that the employee maintains 240 hours of sick leave in their bank. This election take place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions to the HSA cannot exceed limits outlined in law.

2.89 Plan Changes

The employer will periodically evaluate the health coverage plan that is offered and make adjustments, as the employer deems appropriate, in the level of coverage and the amount of premium cost to be paid by the employer.

RESPONSIBILITY FOR REVIEW: The County HR Director will review this policy every 5 years or sooner as necessary.

Memorandum of Understanding between Storey County, Nevada and the Storey County Sheriff's Office Employee's Association/Nevada Association of Police & Sheriff's Officers (NAPSO)

March 10, 2023

This Memorandum of Understanding (MOU) is between Storey County, Nevada, a political subdivision of the State of Nevada, and the Storey County Sheriff's Office Employee's Association/Nevada Association of Police & Sheriff's Officers (NAPSO) to amend the current contract ending June 30th, 2023.

We propose to end the current contract effective March 26th, 2023 in order to have a new start date of March 27th, 2023 for the new contract ending June 30th, 2024.

Approved on this day of	, 2023.
STOREY COUNTY	STOREY COUNTY SHERIFF'S OFFICE EMPLOYEES' ASSOCIATION
Jay Carmona, Chairman	Chris Hamblin, President
Storey County Commission	SCSO Employees' Association
Clay Mitchell, Vice-Chairman	Mike Simons, Vice-President
Storey County Commission	SCSO Employees' Association
Lance Gilman, Commissioner	Stan Glowniak, Secretary
Storey County Commission	SCSO Employees' Association
	Joseph Welch, Treasurer

SCSO Employees' Association

Approved as to form:

Anne Langer, District Attorney

AGREEMEN'T

BETWEEN

STOREY COUNTY,

NEVADA AND

STOREY COUNTY SHERIFF'S OFFICE EMPLOYEES' ASSOCIATION/NEVADA ASSOCIATION OF POLICE & SHERIFF'S OFFICERS (NAPSO)

JULY March 27, 2023 2020-JUNE 30, 2024 2023

PREAMBLE

This Agreement is made and entered into at Virginia City. Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the County of Storey, Nevada, a County government, hereinafter referred to as the Employer or County, and the Storey County Sheriff's Office Employees' Association/Nevada Association of Police & Sheriff's Officers (NAPSO), hereinafter referred to as the Union or Association.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments or differences which may arise and to provide proper standards of wages, hours, and other conditions of employment.

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DEFINITIONS

Anniversary Date: The date in which the employee starts work as indicated in-writing in an offer letter of employment, is reclassified or promoted to a new job classification, or less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills maybe best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, is not an Anniversary Date.

Base Rate of Pay: The amount of pay the Employee is designated to receive within the salary range for the Employee's job classification, excluding any additional types of pay.

Days: Shall mean Storey County working days – Monday through Friday, excluding holidays unless otherwise stated.

Employee: An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained to the employment of Storey County Sheriff's Offices.

Employee's Health File: A separate confidential file which is maintained in the Human Resources Division and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc.

Major Fraction: Fifteen (15) minute intervals of time.

Part Time Employee: Part-time employees are defined as those who work a minimal of twenty (20) hours but less that forty (40) hours per week on a regularly recurring basis. Part-time employees are eligible for benefits on a pro-rated basis.

Probationary Employee: An employee who is undergoing a working evaluation period during which h/she is required to demonstrate his/her ability to carry out the duties of the position to which hired.

- a. The new hire probation period pursuant to this agreement is 12 months.
- b. Newly hired probationary employees are employed "at-will" and are excluded from the coverage of this agreement. They may be laid-off or discharged from employment during this period for any reason with or without cause. After successfully completing the new hire probationary period, the employee shall be deemed to be a regular employee and subject to this agreement, and shall acquire seniority from his/her first date of hire.
- c. A probationary employee who transfers laterally within the same classification (e.g., Admin. II in one department to Admin. II in another department) must serve the remainder of the newhire probationary period assigned to him/her upon hire.

d. A regular employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position. A probationary employee who is promoted to a position in a higher classification shall serve a "trial period" of 12 months in the new position and must concurrently complete the remainder of his/her new hire probation period. During the "trial period", the regular employee is not considered probationary; however, regular employees and probationary employees completing the remainder of their probationary period must demonstrate satisfactory ability to carry out the

duties of the position to which promoted. Unless the promoted employee is dismissed from employment for cause, the employee who failed the "trail period" in the new position will be restored to his/her previous classification or an equivalent classification if the previously position is unavailable.

- e. An employee who is demoted to a lower classification is not required to serve a "trial period" for that position.
- f. An employee who changes from working part-time to regular full-time within the same classification shall have his/her new hire probationary period adjusted to credit actual hours worked over the past 12 months with Storey County in said classification, up to the maximum of 1040 hours (6 months), toward completion of the new hire probation period.

Regular Rate of Pay: The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

Regularly Scheduled Shift: The shift created by the department that is the same schedule for at least 30 days.

Sheriff: The Sheriff or his/her designee.

ARTICLE 1: EFFECTIVE DATE, PARTIES

- This Agreement shall be in full-force and effect July March 27 1, 2023 2020 through June 30, 2024 2023. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section or that Article desired to be negotiated.
- 2. Pursuant to NRS 288.150, this Agreement or any provisions herein may be automatically reopened for negotiations upon written request by the Employer during periods of fiscal emergency.
- 3. Notification of desire to negotiate shall be done in accordance with NRS 288.
- 4. The parties shall promptly commence negotiations. If the parties cannot reach agreement either party may submit the dispute to an impartial fact finder at any time for his/her findings in accordance with NRS 288. The fact finder shall make recommendations of the unresolved issues.
- 5. If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers were submitted, accept one of the written statements, and shall report the decision to the parties.
- 6. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMC). The Union and the County agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as the arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.

7. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year in which negotiations commenced.

ARTICLE 2: RECOGNITION

- 1. The Union is hereby recognized as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and conditions of employment pursuant to the provisions of NRS 288.010 et seq., for all Employees in the bargaining unit covered by this Agreement, which include all full-time or part-time positions in the following classifications:
 - a. Deputy Sheriff
 - b. Corporal
 - c. Sergeant
- 2. Representatives of the Union and its affiliates will be permitted to transact Union business on County property, provided that this does not disrupt normal work functions. In accordance with NRS 288, the Employer may require Union business to be conducted during non-work time, such as before work and after work, during breaks, and/or lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. The designated representative of the Union shall be allowed to receive telephone calls or other communique concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. County email may be used internally to conduct Union business. but shall be limited to all parties to this Agreement and subject to established County policies.
- 3. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon. All items to be posted on the bulletin boards are subject to review by the Sheriff.
- 4. The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of County buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of County buildings for Union meetings.

ARTICLE 3: NO STRIKE CLAUSE

1. The Union agrees not to and will not promote, sponsor, or engage in, against County any strike, slowdown, interruption of operation, work stoppage, absence from work upon any pretext or excuse not founded in fact, or any intentional interruption of the business of the County, regardless of the reason for so doing, and will use all reasonable efforts to induce all Employees covered by this Agreement to comply with this pledge.

ARTICLE 4: RIGHTS OF MANAGEMENT

1. County, Sheriff, and Commissioners retain, and do not waive in any respect, all rights conferred upon them, jointly and severally, by NRS Chapter 288, any and all other provisions of the Nevada Revised Statutes, and relevant case law.

ARTICLE 5: NON-DISCRIMINATION

1. Employer and Union agree to comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act of I 990, as amended, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613) and any other applicable federal, state, and local statutory provisions.

ARTICLE 6: EMPLOYEE REPRESENTATIVES

- 1. The County recognizes and agrees to deal with representatives of the Union on all matters within the scope of bargaining and pursuant to the provisions of NRS 288, so long as the subject mailer does not impinge upon the County's management rights provided by NRS 288.
- 2. Reasonable release time for Employee representatives shall be limited to (1) attending County meetings, including negotiations, which have a direct impact on the Union; (2) investigating, processing or attending meetings in accordance with the provisions of the grievance-arbitration procedures of the Agreement; or (3) meetings called by the County for information exchange and other conditions designated by the County concerning the interpretation or application of the terms and conditions of this Agreement.
- 3. If such Union business or representation must be conducted during an Employee representative's regular work shift, the County shall, upon advance approval of the Sheriff or his/her designee, release the Employee to conduct Union affairs on County time.
- 4. The Sheriff shall not unreasonably withhold approval of requests for release time pursuant to this Article.
- 5. The County authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent is a part of the Employee's scheduled workday.

ARTICLE 7: COMPENSATION PRACTICES

- 1. Wages: Biweekly wages: All Employees will be paid on each biweekly Friday. with wages computed through the preceding Sunday.
- 2. Wages and Wage Adjustments: Employees will receive hourly wages and yearly adjustments as shown in Appendix A of this Agreement. Merit increases will be provided as described in this Article.

Any Employee at steps ten (10), eleven (11), twelve (12), or thirteen (13) of the previous collective bargaining agreement (2017-2020), shall be moved to step ten (10) of Appendices of the 2020-2023 collective bargaining agreement, when such agreement comes into effect.

Merit Increases: A merit increase of one step in the wage range for the Employee's job class will be granted to an Employee upon completion of each year in which the Employee receives a satisfactory evaluation score until the Employee reaches the top of the wage range. If the Employee has not been evaluated within thirty (30) calendar day following his/her Anniversary date, merit will be granted retroactive to the Anniversary date.

Employees who reach step ten (10) of the 2020 2023 Appendix A, are capped and may advance no further.

3. Promotions:

- a. A Deputy who is promoted to Corporal must move to the next closest step from his/her former position. but must receive no less than a 5 percent increase in base pay. A Deputy or Corporal who is promoted to Sergeant will move to the next closest step from his/her former position but must receive no less than a 10 percent increase in base pay. Ensuring that the promoted Employee receives no less than the stated increase in base pay is accomplished by moving him/her to the next nearest step which provides the required increase.
- b. All promotions within the Bargaining Unit shall be filled by candidates who meet the minimum requirements of the position that are established by the Employer.
- Notice of promotions to vacant positions within the Bargaining Unit shall be posted on bulletin c. boards within the Department for a period of not less than ten (10) working days prior to the last date for application or the date scheduled for testing, whichever is earlier. Notice shall contain the following information or indicate where the information may be obtained:
 - i. Title and Job Description of Position.
 - ii. All eligibility requirements including education, employment, training, and experience criteria. and whether equivalent factors will be recognized;
 - iii. If there will be competitive testing and the date, time, and place of such testing.
 - The nature and scope of test subject matter. iv.
 - Whether the test will consist of written, oral, and/or physical demonstration ν. components.
- 4. Shift Differential: An Employee shall receive Shift Differential Pay, in addition to Base Pay on all regularly scheduled hours worked in the manner described in subsections (a) and (b) below. Shift Differential Pay will be included in the regular rate of pay for the purposes of calculating overtime.
 - a. Swing shift One dollar fifty cents (\$1.50) per hour for all hours worked on Swing shift.
 - i. Swing Shift is a scheduled regular or scheduled overtime shift which must include the entire hour of 1900-2000 hours.
 - b. Graveyard shift One dollar seventy-five cents (\$1.75) per hour for all hours worked on Graveyard shift.
 - i. Graveyard shift is a scheduled regular or scheduled overtime shift which must include the entire

hour of 0100-0200 hours.

c. Overtime worked within shift differential period counts as time worked for determining eligibility pay.

- **d.** No shift differential pay is provided during times the employee is absent from work while taking sick or annual leave, holiday not worked leave or other leave with or without pay, even though the employee during those times may be assigned to a shift that qualifies for the differential. No shift differential will be paid for standby hours.
- 5. Acting Pay: An Employee who is specifically assigned by the Sheriff to work in an acting capacity in a classification with a higher wage range for a period of more than five (5) consecutive days actually worked shall receive a five percent (5%) differential added to his/her hourly wage for time actually worked during the remainder of the assignment.

6. Leave for Civic Duty:

Temporary Leave at full wages will be provided to the employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment with the District and for selective service examinations. An employee who is subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the County, and which appearances occur outside his/her regularly scheduled shift, shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances.

In accordance with NRS 6.190. a person summoned to appear for jury duty, the employer and employee, agent or offer to the employer shall not, as a consequence of the person's service as a juror or prospective juror:

- 1. Require the person to use sick or annual leave; or
- 2. Require the person to work;
 - a. Within 8 hours before the time at which the person is to appear to jury duty; or
 - b. If the employee's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of the appearances described above and pay such fees, except travel milage and expense reimbursement that was not covered by the employer, to the Storey County Treasurer within 5 working days receipt, to be deposited by the applicable fund of the County.

Annual leave may be taken by the employee for court appearances or administrative proceedings, not related to employment with the District and not related to jury duty, in which the employee is a party or a witness.

An employee shall not receive pay from the employer for missed work time associated with court appearances in matters to which the employee is a party or is to serve as a witness for a party who has filed an action against an employer. The employee may, however, choose to use his/her annual leave.

7. Standby Status:

- a. An Employee is in standby status when s/he is:
 - i. Directed to remain available for notification to work during specified hours;
 - ii. Prepared to work if the need arises; and
 - iii. Able to report to work within forty (40) minutes.

b. An Employee is entitled to receive additional pay of \$2.00 for every hour s/he is in Standby status or \$3.00 for every hours/he is in Standby status on a Holiday.

- c. When an Employee begins the performance of his/her regular duties after receiving notice to work, s/he ceases to be on Standby status and qualifies for straight time or Overtime pay, whichever is applicable, for the actual time worked. Upon completion of the work, s/he returns to Standby status for the remainder of the time s/he has been directed to be available to work.
- 8. Field Training Officer: Pay: Any Employee who is designated by the Sheriff to perform the duties of a training officer as a Field Training Officer (FTO) shall receive an additional 5 percent of his/her base pay per hour for all hours actually spent functioning as an FTO. The Employee is determined to be functioning as an FTO when s/he is assigned to and actively engaged in training another employee to perform specific duties applicable to the job and is recording the progress of that trainee for reporting to the Sheriff or his/her designee (e.g., completion of a daily observation report). The Sheriff or his/her designee shall have the discretion to make the FTO assignment and to remove someone from such assignment.

9. Incentive Pay:

a. Employees will be granted incentive pay as follows:

Incentive Category (Paid	Annually)
legrees:	
faster's Degree - \$1,800	
achelor's Degree - \$1,400	
ssociate's Degree - \$1,000	
OST Certifications:	
dvanced POST (earned prior to October 29. 2013)	- \$1,100
dvanced POST (earned on or after October 29. 2013)	- \$500
ntermediate POST (earned prior to October 29, 2013)	- \$600 Intermediate POST (earned
n or after October 29.2013) - \$350	
pecialized Training:	
1,200 for one of the following sub-categories:	
1) Firearms Instructor	
 Weaponless Defense Instructor Impact Weapon / Taser Instructor 	
4) Drug Recognition Expert*	
5) Bilingual Pay**	
6) Any other specialized training approved by the	Sheriff
o) This other spectruzed training approved by the	Sherm.
Drug Recognition Expert and Bilingual Incentive pay	shall be granted at the discretion of the
heriff	
*Fluent Spanish and American Sign Language shall be	the only eligible second languages
onsidered for specialized training incentive pay.	
hysical Fitness Test Incentive:	
.nnual* - \$1,000.00	
For Employees who pass the POST physical fitness test a	dministered annually by the Store
ounty Sheriff's Office	5 5
-	

- b. Employees are eligible to receive incentive pay for all three (3) categories. Employees are eligible to receive pay for only one sub-category within each category. Incentive pay shall not be compounded for those Employees having multiple degrees, POST certifications, specialized training certifications.
- c. Incentive Pay for degrees, certifications, and specialized training will become effective the first payroll period of the fiscal year, and will be paid to the eligible Employee each year thereafter in one lump sum during the first payroll period of the fiscal year.
- d Employees who become eligible for Incentive Pay shall by December 30 provide written notice to the Sheriff requesting Incentive Pay for the following fiscal year. An Employee who demonstrates valid evidence that s/he will likely be eligible for Incentive Pay by July 1 of the following fiscal year may, with approval of the Sheriff, also apply for Incentive Pay.

To be eligible for Incentive Pay for earning an Associate's, Bachelor's, or Master's Degree, the Employee must have the school of earned degree send sealed Official Transcripts to the Personnel Office. The transcripts must demonstrate that the Employee earned the applicable degree with a Grade Point Average (GPA) of 3.0 or higher at the time which the degree was granted. To be eligible for Incentive Pay, the degree must be earned from an accredited college or university.

Employees who receive Incentive Pay for Specialized Training Instructor shall perform no less than 15 hours of qualified instruction to Sheriff's Office Employee, including full-time, part-time, reserve, and/or volunteer Employees, each year from the pay period that the Incentive Pay is issued to the Employee.

- 10. **Specialized Training Instructor Selection.** Selection for Specialized Training Instructor incentive categories shall be selected in the following manner:
 - a. Notice of Specialized Training Instructor opportunities within the Bargaining Unit shall be posted on bulletin boards within the Sheriff's Office for a period of not less than ten (10) working days prior to the last date for application or the date scheduled for training, whichever is earlier.
 - b. Notice shall contain the following information or indicate where the information may be obtained:
 - i. Title and Description of Training.
 - ii. All eligibility requirements including education, employment, training, or experience criteria, and whether equivalent factors will be recognized.
 - iii. If there will be competitive testing and the date. time. and place of such test.
 - iv. The nature and scope of test subject matter.
 - v. Whether the test will consist of written. oral, and/or physical demonstration components.
- 11. **POST Physical Fitness Test Incentive.** Post-probationary Employees who meet or exceed POST Category I Physical Fitness Test standards each year shall receive an incentive of \$1000.00 for that year, and that payment shall be made in the last payroll of the fiscal year. The non-mandatory fitness test will be supervised by the Sheriff or his/her designee in order to obtain credit for the incentive. Tests will be held twice during the fiscal year and dates determined by the Sheriff, however, employees are only eligible for one payment.

Salary and Step Upon Hire. Applicants hired into a position represented by this Agreement will be placed at step 1 in the salary range chart. The Sheriff may approve an applicant to be hired at step 2 or up to a step 3 5 if it is determined that the applicant has extensive experience comparable to the duties assigned. Prior to approving an accelerated hiring step, the Sheriff must ensure that there are budgeted funds available and there will be no disparate impact to current employees in the bargaining unit.

- 12. Years of Service Milestones. Employees shall receive a payout milestone disbursement according to union recognized positions years of service as of July 1, 2023 in the following amounts:
 - Five (5) years = \$2,500
 - Ten (10) years = \$5,000
 - Fifteen (15) years = \$7,500
 - Twenty (20) years = \$10,000

Payments will be made on the employees listed anniversary. the first full payroll period of the fiscal year (pay date July 21, 2023). Employees who are in between milestone anniversaries at the beginning of this contract, will receive a one-time payment equal to the anniversary most recently past payroll.

13. **Recruitment Referrals.** *Existing* employees shall receive a payment bonus of \$1,000.00 for each *referred* applicant hired and upon the successful completion of the referral's probationary period and post certification to a CAT 3.

ARTICLE 8: OVERTIME

- 1. Overtime pay is defined as additional compensation earned by an Employee who continues working beyond his/her regularly scheduled shift or is required to return to duty at a time that is more than 12 hours after notice is given. The Employee will be compensated at time and one-half (1.5) of his/her regular rate of pay for those extra hours worked.
- 2. A normal non-alternative work schedule shift shall consist of 8 hours per day and 5 consecutive days over a 7 day period, or 10 hours per day for 4 consecutive days in a 7 day period or three (3) twelve (12) hours shifts in a seven (7) day period followed by four (4) twelve (12) hour shifts in a seven (7) day period totaling eighty-four (84) hours worked per pay period. Eighty (80) hours will be paid at the employee's current pay rate. Four (4) hours will be paid at one and one half (1.5) of the employee's current pay regular rate. or may be used as Compensatory-Time (Article 8 Section 7). Upon agreement between the Employer and the Union, the parties may implement an alternative work schedule.
- 3. Upon agreement between the Employer and the Union, the parties may implement an alternative work schedule. An alternative work schedule may consisting of three (3) days of twelve (12) hour shifts in a seven (7) day period, followed by three (3) days of twelve (12) hour shifts, followed by an eight (8) hour shift in a seven (7) day period, or visa-versa, not to exceed eighty (80) hours in a fourteen (14) day period.
- 4. The assignment of the regular normal shift shall be determined by the Sheriff. Consideration will be given to the preferences of staff; however, the necessity of delivering adequate services to the community will take precedent. Sheriff must provide at least 30 days of written notice to the Employee(s) prior to changing the normal regular shift. During temporary instances, such as during community special events, disasters and emergencies, and unusual staff shortage conditions, changes to the regular normal shift may be made by the Sheriff, effective immediately.
- 5. Overtime shall not count toward Public Employee Retirement System (PERS) retirement benefits as stated in Nevada Revised Statutes (NRS) 286.481.
- 6. Compensatory-Time ("Comp-Time"). Overtime may be compensated at the rate of one and one-half (1.5) hours of Compensatory-Time for each hour of Overtime worked. Employees may not accrue more than two hundred and forty (240) hours of Compensatory-Time per calendar year. Compensatory-Time balances shall be paid-out as a check or direct deposited payment on the first payroll period in December of each year.

- 7. All Overtime, including Compensatory-Time, must have previous authorization by the Sheriff except when. due to an emergency, the Sheriffs approval cannot be obtained and, accordingly, the Employee's Supervisor authorizes the necessary Overtime.
- 8. Overtime shall be filled by Bargaining Unit members. For the purposes of Overtime to fill vacancies, an Overtime/Call-Back list shall be developed by the Union and the Sheriff. The list shall consist of all Bargaining Unit members who desire to work Overtime/Call-Back to fill vacancies in staffing. A rotation procedure will be incorporated into the list. The initial eligibility list will be established with the Employee with the most full time continuous service with the Employer. The Sheriff shall reserve the right to mandate an Employee to work Overtime when no other Employee is available on the rotation eligibility list.
- 9. Paid Leave shall be considered as work-time for purposes of calculating Overtime.

ARTICLE 9: CALL-BACK PAY

- 1. Any Employee who is required to return to work by his/her Supervisor in accordance with NRS 286 shall receive a minimum of two (2) hours pay at 1.5 times the regular rate of pay. Time worked in addition to the initial two (2) hours shall be compensated at 1.5 times the regular base rate of pay for all time actually worked. An Employee shall not be eligible for Call-Back pay when receiving Stand-By pay.
- 2. Phone calls not requiring return to work.
- a. All off-duty calls to an Employee regarding work-related matters shall be authorized and considered authorized by the Sheriff or his/her designee. Refusals for requests to return to work shall not be subject to Call-Back pay.
- b. When an off-duty Employee receives a phone call that is work-related, lasts longer than fifteen (15) minutes, and does not result in the Employee being required to return to active duty, the Employee shall receive a minimum of one hour of overtime pay. The fifteen (15) minute period shall be the cumulative time of one or more phone calls within a twenty-four (24) hour period.
- c. Phone calls subject to this section shall be documented by the Employee receiving the call, and the Sheriff or Employee making the phone call, on a form created and approved by the Personnel Director and/or Comptroller's Office (payroll). The completed form shall include, at a minimum, the involved parties, time and duration of phone call(s), and a summary of the content of the conversation. The completed form shall be submitted by both Employees to the Sheriff for review and/or approval, and to Payroll with both Employees' bi-weekly timesheets.
- 3. PERS contribution toward Call Back Pay shall comply with NRS 286, including NRS 286.025 for Employees who have an effective date of PERS membership before, and on or after January 1, 2010, and shall apply the definition of an "emergency" accordingly.

ARTICLE 10: HOLIDAYS

- 1. Holidays, for the purpose of this section, shall be as follows:
 - a. January 1 (New Year's Day)
 - b. Third Monday in January (Martin Luther King, Jr. Birthday)
 - c. Third Monday in February (Washington's Birthday)

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- d. Last Monday in May (Memorial Day)
- e. Juneteenth (June 19th)
- f. July 4 (Independence Day)
- g. First Monday in September (Labor Day)
- h. Last Friday in October (Nevada Day)
- i. November 11 (Veterans Day)
- j. Fourth Thursday in November (Thanksgiving Day)
- k. Friday following the fourth Thursday in November (Family Day)
- 1. December 25 (Christmas Day)
- m. Floating holiday (Any day agreed upon by Employee and supervisor)
- n. Any day that may be appointed by the Storey County Board of Commissioners as a legal holiday and any day appointed by the Governor of the State of Nevada as a legal holiday on which State offices are to close. Reoccurring holidays under this subsection will be observed through the term of the current Agreement only.
- 2. Holiday Pay: Holiday pay shall be equal to the Employee's regularly scheduled shift assignment of eight (8), ten (10), or twelve (12) hours.
- 3. Holidays Not Worked: Employees who are not required to work on a recognized holiday shall receive Holiday Pay for the shift they normally would have worked.
- 4. Holidays Worked Regularly Scheduled Day: Employees required to work their regularly scheduled shill on the actual holiday shall receive Holiday Pay plus an additional payment computed at time and one-half (1 ¹/₂) the straight time for the hours actually worked.
- 5. Holidays worked during scheduled day off: Employees required to work on a holiday during their regularly scheduled day off shall receive Holiday Pay plus an additional payment computed at time and one-half (1.5) the straight time for the hours actually worked, and shall receive one actual day off with straight pay. The day off shall not be charged against the Employee's accrued Annual Leave, or any other accrued Leave, and shall be taken by the Employee within twelve months (1 year) of the associated holiday worked. The process for requesting the day off shall be the same as for Annual Leave pursuant to Article 11 (3), but not Subsection (4).
- 6. Holiday During Vacation or Sick: Should a paid holiday fall during an Employee's Vacation or Sick Leave, the Employee will receive Holiday Pay rather than have such day charged against Vacation or Sick Leave pay.
- 7. Holiday Pay for Part-time Employees: Part-time Employees shall receive Holiday Pay on a prorated basis when they would normally be scheduled and available to work on the holiday in question.

ARTICLE 11: VACATION

1. Accrual: Eligible Employees shall earn vacation benefits at the rate of ten (10) hours of Vacation Pay for each calendar month or major fraction thereof. Employees who have completed five (5) or more years of consecutive service shall earn vacation benefits at the rate of thirteen and one-third (13.33) hours of vacation for each calendar month or major fraction thereof. Employees who have completed 10 or more years of consecutive service shall earn vacation benefits at the rate of sixteen and two thirds (16.67) hours of vacation for each calendar month or major fraction thereof. Vacation credits shall accrue for each pay period the Employee is in full pay status or major fraction thereof.

- 2. Eligibility: An Employee is entitled to take vacation time after six (6) months service with the County. Each Employee shall accrue vacation beginning upon completion of six (6) months of continuous employment as a regular or probationary Employee. Upon completion of six (6) months of County service as a regular or probationary Employee, the Employee shall receive sixty (60) hours of vacation credit.
- 3. Scheduling:
 - a. Vacation dates shall be granted and scheduled with the approval of the Sheriff or his/her designee. Where practical. in the determination of the Sheriff, vacation dates will be granted on a first-come, first-serve basis quarterly within the job classification.
 - b. An Employee becoming ill while on Annual Leave may have leave charged to Sick Leave upon request and upon presentation of proper documentation.
- 4. Pay Off at Termination: Upon termination of employment, the County shall compensate an Employee for all accrued vacation time (Up to a maximum of 240 hours).
- 5. Payout for Excess Annual Leave: On November 1 of every calendar year, if the employee has accrued more than 200 hours of unused annual leave, the employee may submit a written request asking to be paid out for all or part of excess balance above 200 hours. Payment will be at the employees' current rate of pay and will be processed with normal payroll. The written request must be submitted to the Sheriff's Administration during the first pay period of November. If the employee does not request pay out, the balance will remain the same and must not exceed 240 hours at the end of the calendar year.

ARTICLE 12: SICK LEAVE

- 1. Accrual: Each Employee shall cam Sick Leave with pay at the rate of ten (10) hours of Leave for each calendar month or major fraction thereof. A maximum of nine hundred sixty (960) hours of Sick Leave may be accumulated.
- 2. Use of Sick Leave: Sick leave with pay may be granted upon approval of the Sheriff in the event of a bona fide illness of an Employee or member of his/her immediate family (within the second degree of consanguinity or affinity).
 - a. If the Sheriff has reason to believe Sick Leave is being abused, the Sheriff may require the Employee taking Sick Leave to submit a physician's statement in accordance with Storey County Policy 603 Sick Leave.
 - b. After exhausting accumulated Sick Leave, an Employee may take accumulated Vacation Leave if s/he needs additional time off from work. Leave without pay may be granted by the Sheriff at his/her discretion.
- 3. Parental Leave: The parties agree to abide by all state and/or federal laws applicable to leave for maternity and paternity, which shall include adoption or foster care of a child within 12 months of placement.
- 4. Bereavement Leave: Bereavement leave shall be granted to any regular full-time or regular parttime employee who must be absent from work upon the death of and/or to attend the funeral of a family member within the third degree of consanguinity or affinity, up to a maximum of 3 scheduled shifts of bereavement leave per each occurrence. Such leave will not be charged to the employee's accumulated sick leave or other accrued leave.

Bereavement leave in excess of 3 scheduled shifts may be charged to accumulated sick leave upon the approval of the Sheriff and Administrative Officer/Personnel HR Director. The employee may use annual leave after sick leave has been exhausted.

- 5. Payment for Sick Leave at Termination: Upon an Employee's end of service through PERS retirement or termination from service, other than involuntary termination, with a total accrued hours of three hundred sixty (360) or more, the Employee shall be paid for unused Sick Leave at the following rate:
 - a. 10 to 15 years of service shall be paid at a rate of 20% of their base rate of pay for each hour, not to exceed \$3,000 cash or \$4,000 toward the purchase of PERS.
 - b. 15 to 20 years of service shall be paid at a rate of 40% of their base rate of pay for each hour, not to exceed \$4,000 cash or \$5,000 toward the purchase of PERS.
 - c. More than 20 years of service shall be paid at a rate of 60% of their base rate of pay for each hour. not to exceed \$5,000 cash or \$6,250 toward the purchase of PERS.

ARTICLE 13: GROUP BENEFITS INSURANCE - *MOU dated 11/15/2022

- 1. Employee eligibility for health insurance benefits shall commence 60 days after hire. and to the first day of the next month.
- 2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full- Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.
- 3. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and one-hundred percent (100%) for the Employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. Effective May 1, 2012, if the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage.
 - a. Each Employee shall provide on a County-provided affidavit to the Personnel office annual certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.
 - b. In the event that the AFSCME Comstock Chapter General Employees' Association, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.
 - c. Sick Leave HSA/Premium Contribution Employees may utilize up to 40 hours of his/her accrued sick leave per calendar year, to be utilized as an HSA contribution or toward their monthly buy-up option insurance premium provided that the employee has 240 hours of sick leave in their bank at the time of contribution. This election takes place twice annually in the second full pay period in June and December. Signed requests must be submitted with the employee's timecard. Total annual contributions cannot exceed the limits outlined in law.

4. As allowed by law and without federal penalties to the employer, an employee may opt out of Employerpaid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her taxfamily (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act.

The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.

5. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.

ARTICLE 14: RETIREMENT

- 1. Eligibility: Employees covered by this Agreement shall be included in the State of Nevada Public Employees' Retirement System (PERS) providing benefits pursuant to NRS Chapter 286.
- 2. Contributions: The Employer will pay retirement contributions for Employees covered under this agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement".

ARTICLE 15: UNIFORMS

- 1. Initial Uniforms and Duty Gear: \$1100.00 will be provided to all new hires for the purchase of required uniforms. boots, duty gear and other required items as outlined in SCSO policy, and for other duty gear and firearm as allowed by SCSO policy and as approved by the Sheriff. If the employee fails to complete the 1-year probationary period for any reason, the \$1,000 will be deducted from the employee's final paycheck(s), or other means of restitution will be applied.
- 1. Initial Uniform and Duty Gear: Newly hired employees will be provided the following uniform items:
 - a. Two (2) short sleeved Class B shirts
 - b. Two (2) long sleeved Class B shirts
 - c. Two (2) Class B pants
 - d. One (1) Class A shirt
 - e. One (1) Class A pant
 - f. One (1) Class A tie (black and clip on)
 - g. One (1) Cold Weather Jacket
 - h. One (1) external ballistic vest carrier (Point Blank MC Guardian, Laser Cut, Uniform Pocket, Ranger Green)
 - i. One (1) set ballistic vest panels (Point Blank Vision AXB111A)
 - j. One (1) duty belt
 - k. Four (4) duty belt keepers (black, no brass)
 - 1. Two (2) Sheriff's badges
 - m. One (1) double magazine pouch
 - n. One (1) double handcuff case
 - o. One (1) radio holder
 - p. One (1) tourniquet pouch
 - q. One (1) tourniquet
 - r. Two (2) pairs of handcuffs, chain hinge (Peerless or Smith and Wesson)

- 2. Employees currently employed at the time this contract takes affect will be provided the following new uniform items:
 - a. Two (2) short sleeved Class B shirts
 - b. Two (2) long sleeved Class B shirts
 - c. Two (2) Class B pants
 - d. One (1) Class A shirt
 - e. One (1) Class A pant
 - f. One (1) Class A tie (black and clip on)
 - g. One (1) Cold Weather Jacket
 - h. One (1) external ballistic vest carrier (Point Blank MC Guardian, Laser Cut, Uniform Pocket, Ranger Green)
 - i. One (1) double magazine pouch
 - j. One (1) double handcuff case
 - k. One (1) radio holder
 - 1. One (1) tourniquet pouch
 - m. One (1) tourniquet
- Additionally, new hires are allowed \$550.00 \$400.00 one-time reimbursement during the term of this contract for each employee for the purchase of a duty firearm and \$150.00 reimbursement for a level one or higher duty holster. The employee must provide the Sheriff a receipt or other valid documentation of the purchase and use the subject firearm during the line of duty for the duration of this agreement. and the receipt must show that the firearm was purchased during the term of this agreement. The type, make, and model of the firearm must meet the requirements of the Sheriff for duty officers.
- Issued items are the property of the Storey County Sheriff's Office and must be returned if the employee ceases employment with the County.

The Sheriff will provide the following items at hire:

- a. 1 snowsuit. type to be determined by the Sheriff. A snowsuit will not be issued to the Employee until after s/he submits to the Sheriff in-writing that s/he desires a snowsuit.
- b. 1 cold weather jacket
- c. 2 badges

Body armor - The County shall provide \$800 once every five years to the Employee for the cost of purchasing a ballistic body armor vest that s/he will wear while on duty. The vest shall meet National Institute of Justice (NIJ) Level III standards.

The Sheriff shall establish and maintain a ballistic vest replacement schedule and shall notify the Employee in writing six months prior that his/her vest will expire. The Employee shall be fully responsible for purchasing of and being fitted for his/her ballistic vest. The employee must be fitted with a ballistic vest from a supplier approved by the Sheriff's Office. The cost of the ballistic vest will be paid directly to the vendor by the County. If the purchased issued ballistic vest becomes damaged in the line of duty, except for damage caused by negligence or misuse, the Employer will advance the Employee up to \$800 for the cost of replacing that vest with a similar type vest. Within 30 days of purchasing the vest, the Employee shall provide the Sheriff copies of receipts. and proof that the vest meets NIJ Level III standards. replace the ballistic vest at no cost to the employee.

The vest shall be returned to the Sheriff at the time the Employee for any reason leaves employment with the Sheriff's Office and at the time that the Employee receives his/her new replacement ballistic vest. If the Employee does not return the ballistic vest at the time of leaving employment, the full vest allowance provided to the Employee (cost of vest. and shipping and handling) cost of the ballistic vest shall be deducted from any amount owed to the Employee by the county. If the Employee does not return the expired or damaged ballistic vest within 30 days of receiving the replacement ballistic vest, the Employee shall have the full advanced cost of the ballistic vest amount deducted from his/her paycheck in fifty percent increments over the next two pay periods.

The Employee shall be required to wear the **purchased** issued ballistic vest at all times while on-duty. At no time may the Employee while on-duty wear a ballistic vest that is expired or that does not otherwise meet NIJ Level III and other standards.

- 2. Uniform and Duty Gear Allowance for Post-Probation Employees: The County will provide a uniform allowance of \$1,100 per year payable at \$275 per quarter payable the first pay date in July, October, January, and April to Employees who have completed one (1) year of employment as a staff member with the Sheriff's Office.
- 3. Employees will forfeit their Uniform and Duty Gear Allowance for the duration of this current contract.
- 4. With the Sheriff's validation of a claim, the Employer shall reimburse an employee for the costs of repairing or replacing watches or prescription eyeglasses/contact lenses which are lost or damaged while the employee is in the performance of his/her duties, provided that there is notification by the employee to the Sheriff within 7 business days. Reimbursement amounts shall be limited to the actual replacement value up to \$250.00 per claim for prescription eyewear and \$50.00 per claim for watches. An Employee may only make a claim up to \$300.00 during each fiscal year.

ARTICLE 16: LEAVE OF ABSENCE

- 1. General Provisions-Unpaid Leaves: A leave of absence may be granted to an Employee in accordance with Storey County Policy and Procedure Number 606 Leave of Absence Without Pay.
- 2. Investigatory Leaves: Any Employee who is required to discharge a weapon in the line of duty may forthwith be placed on administrative leave with pay pending investigation of the incident by the Sheriff. The Sheriff may assign the Employee to other duties where carrying or use of a weapon is not required until completion of the investigation. If the Sheriff determines that the weapon used was justified, the Employee shall be restored to regular duty. If the investigation indicates that the weapon used was not justified. the Employee may be placed on paid leave. If an administrative action is taken against the Employee. the Sheriff shall place the Employee on paid leave pending the pre- disciplinary hearing.
 - a. Any Employee charged with any criminal act may be placed on unpaid leave forthwith pending final disposition of the matter. If the charges are dismissed or the Employee is found not guilty at trial, the Employee shall be restored to regular duty with back pay to the date of suspension if no administrative action is pending. If administrative action is taken against the Employee, restoration of back pay will occur following the pre- disciplinary hearing on the administrative charges. Such restoration shall not include back pay for any period assessed as discipline.
- 3. Jury Duty: Any Employee called for jury duty shall be granted a leave of absence with pay. The Employee shall retain any travel pay ordered by the court unless the Employee's travel has been at County expense. but shall pay any other fees received to the County. Such leave shall not be charged against the Employee's vacation credit.
- 4. Family and Medical Leave: Family and medical leave for Employees shall be governed by the provisions of the federal Family and Medical Leave Act (FMLA) and Storey County Policy and Procedure Number 605 Family and Medical Leave.
- 5. Military Leave: Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services

Employment and Reemployment Rights Act (USERRA) of 1994. Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave or other personal leave be used. Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. This includes, for example, merit step and seniority. The Employer shall count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave and to determine the rate of pay if the rates are based on seniority. Employees do not earn Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

This Article recognizes that the USERRA and NRS 281.145 governing paid military leave provide hours to the Employee equivalent to 15 working days of paid military leave in a 12-month period beginning January 1 and ending December 31 of each year (i.e., the calendar year). This Article recognizes that 15 days means 15 regularly scheduled shifts regardless of the number of hours in a regular shift. The Employer recognizes that the applicable regulations intend to provide "hours" equivalent to 15 "workdays" and, therefore, fractions of days taken are deducted in hour increments. For example, Employees working regular 10-hour shifts are entitled to an equivalent of 15 working days of paid military leave, and this equates to 150 hours of leave within a 12-month period. Employees working regular 8-hour shifts are also entitled to an equivalent of 15 working days of paid military leave, and this equates to 120 hours of leave within a 12-month period.

ARTICLE 17: LAYOFF PROCEDURE

- 1. Position to be eliminated: If the County determines the need for a reduction in its work force for lack of work or lack of funds, the Sheriff, County Manager and HR Director Personnel Director (Committee) will determine the positions to be eliminated and the Employees to be laid-off within each affected job class. Written notice of not less than thirty (30) calendar days shall be provided to regular Employees to be laid-off.
- 2. Order of Layoff:
 - a. Initially the Committee shall consider Employees for layoff in the inverse order of seniority.
 - b. When selecting which Employee will be laid-off. the Committee will review the qualifications of the Employee with the least seniority in the affected job class. If the Committee finds an Employee with less seniority has qualifications which are needed by the Sheriff's Office and those qualifications are equal to or greater than those of an Employee with greater seniority, and the documented performance of the Employee with lesser seniority is better than that of the more senior Employee. the County may lay-off the Employee with the higher seniority.
 - c. Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability, and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the Employee's record of job performance as documented in the Employee's personnel file at least forty- five (45) calendar days prior to the date the County determines a layoff is necessary. This shall not preclude consideration of discipline consisting of a two (2) day suspension or more occurring within this period.
 - d. After consideration of seniority within class. qualifications, and performance, any ties shall be broken by total seniority within the department. Time spent in other County departments or as a County volunteer and/or reserve is specifically excluded in computing time for purposes of determining seniority.

- e. An Employee who was initially hired by the Sheriff into a class with a lower rank than his/her current class shall have the right to bump an Employee in such lower class if s/he has more seniority in the lower class. Such bumping rights may be exercised subject to the Sheriff's review or performance and qualifications outlined above.
- 3. Appeal Procedure:
 - a. Notice of Appeal: In the event that an Employee who has been laid-off out of seniority order believes the decision based upon performance and/or qualification is incorrect. s/he may request that the Union appeal the Sheriff's determination. If the Union finds there is good reason to believe that the Sheriff has erred in his/her decision, it may appeal through the process set forth in this Article. Such appeal shall be filed within five (5) working days of delivery of the layoff notice to the Employee.
 - b. Appeal Review Committee: When an appeal is filed. the Union shall identify two (2) persons to serve on a review committee at the time of the appeal. The Sheriff shall then appoint two (2) persons to the committee. Each of the persons appointed to the appeal committee shall be familiar with the work of the department and with the job class from which layoff is to be made. The appeal committee shall meet within five (5) days of delivery of the notice of appeal to the County. It shall review the basis for the Sheriff's layoff decision and the reasons the Employee believes the decision is in error. The appeal committee shall then determine whether the Sheriff's decision was reasonable and on that basis either confirm or reject the Sheriff's decision.
 - c. If the appeal committee cannot reach an agreement regarding the Sheriff's decision regarding order of layoff: it shall. within three (3) days of its initial meeting. request the participation of a federal mediator. The services of the mediator will be jointly requested by the County and the Union on an urgent basis. The mediator shall seek to achieve a consensus decision among the appeal committee members. If none is reached, the mediator shall become a voting member of the appeal committee.
 - d. The determination of the appeal committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.
 - e. The fees and expenses of the mediator shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and posthearing briefs and legal fees. if any.
- 4. Recall Rights: Laid-off Employees will have a right to return to a vacancy in the same class and dcpar1ment from which they were laid-off. Recall shall be in inverse order of layoff.
 - a. Recall List: Employees shall remain on the recall list for one (1) year following the date of layoff: provided. however, laid-off Employees shall be removed from the recall list if:
 - i. They decline appointment to a position in the same department and in a class at the same wage range as the position from which their layoff occurred; or
 - ii. They fail to report for duty within fifteen (15) calendar days of mailing of notice of recall to County employment.
 - b. Recall Notice: Notice of recall or available position may be made in person or by U.S. Mail, return receipt requested. It is the responsibility of each laid off Employee to notify the Sheriff

of his/her current address.

ARTICLE 18: CHANGE OF ASSIGNMENT AND JOB VACANCIES

- 1. An Employee whose regular assignment is changed shall be given thirty (30) days of notice of the reassignment. Notice is not required when change is required to serve the public in an emergency.
- 2. During the first week of January and July of each year, Employees will be permitted to notify the Sheriff of their preference for work shifts. The Sheriff will consider staff preferences in order of seniority. but shall retain full authority to make shin assignments. Employees will be permitted to trade shifts or days off with the proper approval of their respective supervisor.
- 3. For purposes of this Article, seniority is determined by the total consecutive time spent in the current job assignment (patrol, detention, investigations). If seniority is otherwise equal. a choice must be made on the total time spent with the Sheriff's Office second by total time spent with the County. and third by lot. In computing time for purposes of determining seniority, only time spent during current continuous County service will be counted. Leave without pay over thirty (30) days is not counted. Part-time employment must be prorated to its full-time equivalent. Time spent in other County departments or as a County volunteer and/or reserve is specifically excluded in computing time for purposes of determining seniority.

ARTICLE 19. DISCIPLINARY ACTION

- 1. General Policy: Discipline shall be administered or imposed on a basis of progressive punishment. No discipline shall be imposed except for cause. All discipline shall be accompanied by counseling which may assist the Employee in correcting past performance deficiencies or behavior. Authorized discipline shall range from Documented Verbal Warning up to and including Termination of employment with the County. The initial form of discipline and punishment shall be appropriate to the seriousness of the initial offense or condition.
- 2. Forms of Discipline:
 - a. Documented Verbal Warning: Whenever Employee performance or job-related behavior falls below the acceptable level, the Employee's supervisor shall inform the Employee of the deficiencies using Storey County Policy and Procedure Form 1001F1. Documented Verbal Warnings shall remain in the Employee's master personnel file for twelve (12) months. after which it shall be removed from the Employee's record upon the written request of the Employee directly to the Sheriff and approval of the HR Director Personnel Director. The HR Director Personnel Director will provide written confirmation to the Employee of the action taken.
 - b. Written Reprimand: In situations where a Documented Verbal Warning has not resulted in correction of the condition. or where more severe initial action is warranted, the Employee's supervisor shall inform the Employee of the deficiencies using Storey County Policy and Procedure Form1001F1. A Written Reprimand shall remain in the Employee's master personnel file for eighteen (18) months, after which the Written Reprimand shall be removed from the Employee's record upon the written request of the Employee directly to the Sheriff and approval of the HR Director Personnel Director. The HR Director Personnel Director will provide written confirmation to the Employee of the action taken.
 - c. Suspension: If the Written Reprimand is not effective, or in those cases where the seriousness

of the offense or condition warrants, an Employee may be Suspended without pay by the Sheriff for a period not to exceed forty-five (45) working days.

Documentation supporting the Suspension shall remain in the Employee's master personnel file for twenty-four (24) months, after which the documentation shall be removed from the Employee's record upon the written request of the Employee directly to the Sheriff and approval of the HR Director Personnel Director. The HR Director Personnel Director will provide written confirmation to the Employee of the action taken.

- d. Pay Reduction: If other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Sheriff may reduce pay by no more than one Merit Step in the Employee's current pay Grade. The date that the Employee's pay reduction takes effect shall establish a new Anniversary Date. Documentation establishing the cause for the pay reduction shall remain in the Employee's master personnel file for twenty-four (24) months, after which the supporting documentation shall be removed from the Employee's record upon the written request of the Employee directly to the Sheriff and approval of the HR Director Personnel Director. The HR Director Personnel Director will provide written confirmation to the Employee of the action taken.
- e. Involuntary Demotion: When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the offense or condition warrants, the Sheriff may demote the Employee. Rejection on probation following promotion is not discipline. Documentation establishing the cause for the Involuntary Demotion shall remain in the Employee's master personnel tile for twenty-four (24) months. after which the supporting documentation shall be removed from the Employee's record upon the written request of the Employee directly to the Sheriff and approval of the HR Director Personnel Director. The HR Director Personnel Director will provide written confirmation to the Employee of the action taken.
- f. Termination: As a final disciplinary measure when other forms of discipline or corrective action have proven ineffective. or when the seriousness of the offense or condition warrants. the Sheriff may Terminate an Employee.
- g. Suspensions of 1 to 3 days: Suspensions of one (1) to three (3) days may be appealed to Level 1 of the Grievance Procedure (Article 20). If the Grievant is not satisfied with the decision rendered by the Sheriff, the Grievant may within ten (10) working days of that decision request to the HR Director Personnel Director that the Grievance is advanced to mediation. Within ten (10) working days of the HR Director Personnel Director receiving the Grievant's request that the matter is advance to mediation, the parties shall request a mediator through the Federal Mediation and Conciliation Services (FMCS) to hear the Grievance. The parties shall attempt to hold a mediation session within twenty (20) days after contact with the FMCS. This timeline shall be extended based on the schedule of the mediator or by mutual consent of the parties. In the event a mediated decision cannot be reached, the Mediator shall, considering the evidence presented, issue a bench decision that the parties agree to implement, and which shall be final and binding.
- 3. Notice of Suspension. Involuntary Demotion, or Dismissal: All notices of Suspension, Involuntary Demotion, or Dismissal shall be given to the Employee in-writing, specifying the action to be taken, the grounds upon which the action is based, including specification of standards, rules, regulations, or policies violated, if applicable, and the date of action taken. The specification of charges shall include a statement of facts constituting conduct for which discipline is to be imposed, together with a statement of specification of standards, specific rules,

regulations, ordinances, laws, policies, or performance standards, if applicable, which the Employee is alleged to have violated. The notice shall include a statement that the Employee has five (5) working days to meet with the Sheriff to discuss the proposed action. The specification of charges shall be signed by the Sheriff or his/her designee. The Sheriff shall not suspend, involuntarily demote, or dismiss an Employee without giving ten (10) working days of notice prior to the action being taken.

- a. The Sheriff may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by USPS Certified Mail Return Receipt Requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the Return Receipt. Should notice be returned to sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.
- b. The Employee, who may be accompanied by a Union representative, shall be allowed to meet with the Sheriff to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.
- 4. Administrative Leave During Disciplinary Proceeding: In cases of contemplated Discharge or Suspension concerning misconduct which presents possible harm to persons or property, or pending criminal charges which adversely and directly affect the County or substantially disrupt County operations, the Sheriff may place an Employee on Administrative Leave with pay, pending an investigation prior to or during a disciplinary proceeding, or during the review of the Employee's response to a proposed disciplinary action. The Employee will be notified in writing of the decision to place him/her on Administrative Leave. The notice will include a statement that Administrative Leave is not a disciplinary action.
- 5. Appeals of Disciplinary Actions: Within ten (10) days of the date that disciplinary action of Suspension without pay of four (4) days or longer, Pay Reduction, Involuntary Demotion, or Dismissal are implemented by the Sheriff. the Union may Appeal said disciplinary action to Arbitration.
 - a. The Appeal must be submitted in-writing to the Sheriff and HR Director Personnel Director and state the basis of the Appeal. The Union and the Sheriff shall mutually select a disinterested third-party to serve as the Arbitrator. In the event an agreement cannot be reached to select a neutral Arbitrator, the parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the Federal Mediation and Conciliation Services (FMCS), and alternately strike names from such list until one (1) name remains. That remaining person so selected shall serve as the Arbitrator. The party to strike first shall be determined by lot. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the Arbitration hearing date. The fees and expenses of the Arbitrator shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, and legal fees, if any. The Arbitrator's decision shall be final and binding upon both parties.

ARTICLE 20. GRIEVANCE/ARBITRATION PROCEDURES

- 1. Definitions:
 - a. Grievance: A Grievance is claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope

of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.

- b. Grievant: A grievant is an Employee or group of Employees who are covered by the provisions of this Agreement and who believe they have been adversely affected by an act or formal decision of the Employer occasioning the grievance, and who file a grievance. The Union may be the grievant if an act or formal decision of the Employer which is alleged to be a grievance directly relates to a Union activity or privilege addressed in this Agreement.
- c. Day: Day shall mean a weekday, Monday through Friday, excluding holidays.
- d. Grievance Screening Committee shall consist of any three (3) current members of the Board of Directors of the Storey County Sheriff's Office Employee Association.
- 2. Rights of Representation: With the consent of the aggrieved Employee(s), one (1) Union representative shall be present for any meeting, hearing, appeal, or other proceeding between the Employer and the grievant relating to a grievance that has been filed pursuant to this Article.
 - a. If, in the judgment of the Union, a grievance affects a group of Employees or the Union, the Union may initiate and file such grievance with the HR Director Personnel Director and the processing of such grievance shall commence at Level II. The Union may process such a grievance through all levels of the procedure.
- 3. Individual Rights: Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the appropriate supervisor(s), and to have the matter resolved without the intervention of the Union, as long as the Union has had, at the request of the Employee, the opportunity to be present at such discussions.
- 4. Informal Resolution: Within fifteen (15) working days from the event giving rise to a grievance or from the date the Employee(s) could reasonably have been expected to have had knowledge of such event, the Employee shall orally discuss the grievance with his/her immediate supervisor. A supervisor shall have ten (10) working days to provide a decision to the Employee.
 - a. The Unions Grievance Screening Committee shall convene within ten (10) working days from the date the Supervisor provides or should provide a decision to the Employee. The Grievance Screening Committee shall screen grievances to determine if there is valid cause to proceed to a Formal Level Grievance.
 - b. Should the Grievance Screening Committee determine there is no valid cause to proceed to a Formal Level Grievance, the Grievant shall still have the right to proceed: however, they will not have the support of the Union.
- 5. Formal Levels:
 - a. Level I: If a Grievant is not satisfied with the resolution proposed at the informal level, s/he may, within ten (10) working days of the receipt of such decision, file a formal written Grievance with the Sheriff, describing the Grievance, the specific section(s) of this Agreement. or County or Sheriff's Office rules, regulations, and/or policies allegedly violated, and the remedy requested. The Sheriff may have a meeting with the Grievant, and within ten (10) working days of receiving the Grievance provide a written decision to the Grievant.
 - i. If the Sheriff fails to respond within ten (10) working days of receiving the Grievance, the Grievance, if non-monetary, shall be granted in the Grievant's favor. If the Grievance contains a request for a monetary remedy, the Grievance shall automatically advance to Level II.

- b. Level II. If the Grievant is not satisfied with the resolution proposed at the informal level, or the grievance includes a request of monetary related correction, s/he may, within ten (10) working days of the receipt of such decision, file a written appeal to the HR Director Personnel Director. Within ten (10) working days of receipt of the written appeal, the HR Director Personnel Director shall respond with a decision to the grievance or with a recommendation to proceed or not proceed to Level III.
- c. Level III: If the Grievant is not satisfied with the decision rendered by the Sheriff. the Grievant may within ten (10) working days of that decision request to the HR Director Personnel Director that the Grievance is advanced to mediation. Within ten (10) working days of the HR Director Personnel Director receiving the Grievant's request that the matter is advanced to mediation, the parties shall request a mediator through the Federal Mediation and Conciliation Services (FMCS) to hear the Grievance. The parties shall attempt to hold the mediation session within twenty (20) days after contact with the FMCS. This timeline shall be extended based on the schedule of the mediator or by mutual consent of the parties. If the parties cannot reach a mediated resolution, either or both parties may request a recommendation from the mediator. Nothing occurring in mediation may be referred to or introduced during Arbitration.
- d. Level IV: In the event that the parties cannot reach a mediated resolution at Level III, the Grievance may be submitted to Arbitration for resolution. The Grievant or the Union shall exercise the right to Arbitration by giving the HR Director Personnel Director written notice of intent to arbitrate within ten (10) working days from the date of receipt of the mediator's recommendation(s). If any question arises as to the ability to arbitrate the grievance, and the Grievant or the Union has decided to proceed, the following apply:
 - 1. If the grievance is a claimed violation. misapplication. or misinterpretation of this Agreement or rules, regulations, or policies as defined in Section 1 (a) of this Article not resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, such question shall first be ruled upon by the Arbitrator selected to hear the dispute.
 - 2. If the grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, or policies as defined in Section 1 (a) of this Article resulting in a verbal warning, written reprimand, or suspension of 1 to 3 days, a mediator through the FMCS shall consider the evidence presented by both parties regarding the claimed violation. misapplication, or misinterpretation and make a recommendation that the parties will accept as final and binding.
 - 3. A decision that is final and binding for the parties to proceed or not proceed to Arbitration.
 - ii. Within ten (10) working days after the HR Director Personnel Director receives the written notice of intent to Arbitrate. The Employer and the Grievant, or the Union, will attempt to agree upon a mutually acceptable Arbitrator, and to obtain a commitment from such Arbitrator to serve. If the parties are unable to agree upon an Arbitrator, or to obtain a commitment to serve from the agreed-upon Arbitrator within the ten (10) working day period, a request for a list of seven (7) arbitrators may be made by either party to the FMCS. Within five (5) working days of receipt of the list. each party shall alternately strike names from the list. and the name remaining shall be the Arbitrator. The party to strike first shall be determined by a toss of the coin. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
 - iii. The Arbitrator shall thereafter confer promptly with the parties, shall set and hold hearings. and shall issue a written decision setting forth the Arbitrator's findings of fact, conclusions of law, and decision within thirty (30) working days from the date of the conclusion of all hearings on the matter arbitrated. The Arbitrator's written

decision shall be consistent with the law and the terms of this Agreement and shall be final and binding upon the parties. The Arbitrator's authority shall be limited to the application and interpretation of the provisions of this Agreement and any related rules, regulations, and policies of the Employer, and no arbitrator shall have the power to modify, amend or alter any terms or conditions of this Agreement.

- 6. Arbitration Costs: The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union. Each party shall bear the costs of its own presentation including. but not limited to, witness fees and expenses, preparation, pre- and post- hearing briefs, and legal fees, if any.
- 7. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless the parties mutually agree to share the cost. Any party desiring a copy of the transcription will pay the costs for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.
- 8. Jurisdiction of the Arbitrator: The arbitrator shall decide all substantive and procedural issues. Upon request of either party. and in the discretion of the Arbitrator, the merits of a grievance and the substantive and procedural issues arising in connection with the grievance shall be consolidated for hearing. The decision of the Arbitrator may be enforced in any court of competent jurisdiction.
- 9. General Provisions:
 - a. If the Grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
 - b. The Grievant may be represented by a person of his/her choice at any level of this procedure.
 - c. Nothing contained herein shall preclude an Employee, with or without representation. from bringing a matter not addressed herein through the chain of command to the Personnel Director.
 - d. Proof of service shall be accomplished by Certified Mail or personal service evidenced by a notarized affidavit of service.
- 10. Exceptions to Time Limits: The time limits set forth in this Article shall be strictly observed, unless extended by written agreement of the Union and the Employer or otherwise excused for just cause.
 - a. A Grievance alleging errors in wages which are ongoing shall be deemed continuing and all subsequent errors shall relate back to and be incorporated within the Grievance alleging the errors in the first instance.
 - b. Notwithstanding the expiration of this Agreement, any grievance filed prior to expiration may be processed through the grievance procedure to resolution.
- 11. Proof of service shall be accomplished by certified mail or personal service.

ARTICLE 21: MISCELLANEOUS

- 1. **Safety:** The County shall make every reasonable effort to provide all safety equipment and maintain safe conditions of employment. Employees shall be alert to unsafe practices. equipment or conditions and report same to their immediate supervisor in writing. The supervisor will provide an initial response to all such reports within three (3) days of receiving the Employee's written notice. A written response will be provided within ten (10) days. The County agrees to pay for a standard testing procedure to test for HIV/AIDS for an Employee who, within the scope of the Employee's normal duties, has been exposed to HIV/AIDS and could reasonably be viewed as posing a legitimate threat. The County agrees to pay for Hepatitis B vaccinations for all Employees covered by this Agreement who consent to the vaccination and who make an affirmative request for the vaccination.
- 2. **Communicable Disease:** In the event an officer covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease, the deputy may be relieved of duty without the loss of any pay or sick leave and shall be taken to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the deputy is permitted to leave duty for this purpose.
 - a. The deputy shall be provided with preventive measures designed to protect the deputy against communicable diseases. These measures shall include, but are not limited to, vaccines and blood tests; medical equipment such as gloves, masks, and other products; and equipment and procedures that are intended to detect, prevent, or impede communicable disease. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the deputy. The Storey County Sheriff's office shall not be held responsible for any consequences to the officer as a result of the deputy having or not having received any vaccinations or test.
- 3. **Personnel Files:** The Employer will maintain a master personnel file on each Employee. The Employer shall maintain only one (1) set of files on each Employee; the Personnel Office shall maintain said files. Any Employee has the right to review his/her master personnel file upon request to the Personnel Office. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file. However, an Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the Personnel Office, which form shall be developed by the Personnel Office. Except as provided herein, only those authorized persons working in the Personnel Office, the Employee's Supervisor, and the Sheriff shall have access to an Employee's master personnel file. In addition, the Employer's authorized attorney(s) shall have the right to access an Employee's tiles for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.
- 4. **Rights of Peace Officers:** The County expressly recognizes the provisions of NRS Chapter 289 "Rights of Peace Officers."
- 5. **Personal Property:** Subject to the approval of the Sheriff. the County will pay one-half (1/2) the cost of replacing an Employee's prescription eyeglasses/contact lenses damaged in the line of duty to the extent not covered by insurance.
- 6. **Participative Management Committee:** A Committee of the Management and the Union, not to exceed three (3) representatives each. shall meet semi-annually or more frequently when mutually agreed. The meetings will be held on mutually agreed dates and times for the purpose of:

- a. Discussing the administration of this Agreement.
- b. Exchanging general information of interest to the parties.
- c. Giving the bargaining unit representatives the opportunity to share views of their members and/or make suggestions on subjects to their members.
- d. Review and analyze replacement and new equipment for quality, safety, and functionality of future equipment purchases.
- 7. Education and Development: An Employee will be reimbursed for educational training courses taken after written approval from the Sheriff.
 - a. The training must be related to the required skills or education for the Employee's current position or to a logical career path with the Employer.
 - b. Only a bargaining unit Employee will be eligible for reimbursement for course work after successful completion of the Employee's probationary period. Further eligibility may be determined by the Sheriff in accordance with the departmental training program.
 - c. No Employee will be reimbursed more than Two Thousand Dollars (\$2.000.00) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship. or grant-in-aid.
 - d. Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the Employee's own time. exception may be granted by the Sheriff, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or be recorded as an unpaid excused absence.
 - e. To obtain reimbursement. the course must be taken from a recognized and accredited college. university. or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of "B" eighty percent. If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.
 - f. The employee shall receive the regular rate of pay during training and education which takes place during the employee's regular schedule shift period and otherwise as required by the federal Fair Labor Standards Act (FLSA).
- 8. **Shift Trades:** Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Sheriff's Office. Employees who trade shifts must occupy the same job assignment and otherwise be qualified to perform the duties of the job assignment.
 - a. No obligation. financial or otherwise of any nature. shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.
 - b. Where Overtime is required as the result of an Employee's inability to fill a shift trade. the Employee failing to fill a shift shall have his/her Annual Leave balance reduced up to twelve (12) hours or up to eighteen (18) hours if Overtime payment is required.
 - c. Three-way shift trades are prohibited except under emergency conditions. as determined by a Supervisor.

- d. A maximum of one hundred twenty (120) hours of shift trades per calendar year. per Employee will be permitted. Shift trades shall not interfere with the operation. administration. or safety of the Sheriff's Office.
- e. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.

ARTICLE 22: CATASTROPHIC LEAVE

- 1. Definitions: Catastrophe means the Employee is unable to perform the duties of his/her position including a reasonable modified duty assignment because of a serious illness or injury to the Employee and/or an immediate family member (within the First degree of consanguinity or affinity) which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks.
- 2. Establishing the Catastrophic Leave Account: The Sheriff's Office may establish an account for Catastrophic Leave for Sheriff's Office Employees. All Employees of the Sheriff's Office who are eligible to use Sick Leave, whether or not the positions they occupy are part of the bargaining unit of this Agreement, may use the Leave from the Catastrophic Leave account and/or donate to this account. Donations to and withdrawals from this account are restricted to Employees of the Sheriff's Office.
 - a. An Employee may request, in writing, that a specified number of hours of his/her accrued Annual or Sick Leave be transferred from his/her account to the Catastrophic Leave account.
 - b. Sick and Annual Leave will be transferred at the rate of one hour for one hour credit donated consistent with the provisions of NRS 245. Donated time will be converted to a dollar amount based upon the donating Employee's current base hourly rate of pay. When an Employee is given Leave, the Catastrophic Leave account will be reduced by an amount determined by multiplying the receiving Employee's current base rate of pay by the number of hours received.
 - c. The minimum number of hours which may be transferred is eight (8) hours. An Employee may not transfer Sick Leave to the Catastrophic Leave account if the balance of his/her account after the transfer is less than two hundred forty (240) hours. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the Leave.
 - d. Any hours of Annual or Sick Leave which are transferred from any Employee's account to the Catastrophic Leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving Leave pursuant to section 4 of this Article.
- 3. Request for Catastrophic Leave: An Employee who is himself/herself affected by a catastrophe or an immediate family member (within the first degree of consanguinity) affected by a catastrophe as defined in paragraph (I) may request to the Sheriff, in-writing, that a specified number of hours of Leave be transferred from the Catastrophic Leave account to his/her account.
 - a. The request must include:
 - i. The Employee's name, title, and classification; and

- ii. A physician's statement of the limitations which prevent the Employee from being available for work and the expected duration of the limitations.
- b. An Employee may not receive any Leave from the Catastrophic Leave account until s/he has used all his/her accrued Annual, Sick, and other paid Leave. If an Employee has requested leave from the Catastrophic Leave account within the previous three (3) years, the Employee may not receive any leave from the Catastrophic Leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued Sick, Annual, and other paid Leave.
- c. An Employee who receives Leave from the Catastrophic Leave account is entitled to payment for that leave at a rate no greater than his/her own rate of pay.
- d. The maximum number of hours that may be granted to an employee shall be 480 hours per rolling calendar year. Any requests for an exception to this limit must be approved by the Sheriff and the Administrative Officer/HR Personnel Director.
- 4. Approval of Transferring the Catastrophic Leave: The Sheriff may approve the transfer of a specified number of hours of Leave from the Catastrophic Leave account to the account of any Employee who is eligible to receive such Leave.
 - a. The decision of the Sheriff concerning the approval of Leave is final and is not subject to the Grievance procedure, judicial review, or review by the Board of County Commissioners.
- 5. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used: The Sheriff shall review the status of the limitations of the Employee and determine when the limitations no longer exist. This determination is final and not subject to the Grievance procedure, judicial review, or review by the Board of County Commissioners.
 - a. The Sheriff shall not grant any hours of Leave from the Catastrophic Leave account after:
 - i. The limitations cease to exist; or
 - ii. The Employee who is receiving the Leave resigns or his/her employment with the County is terminated.
 - b. Any Leave which is received from the Catastrophic Leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the Catastrophic Leave account.
- 6. Maintenance of Records on Catastrophic Leave: The Sheriff shall maintain the records and report to the Union any information concerning the use of a Catastrophic Leave account.
- 7. Substantiation of Limitations: The Sheriff or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. The cost of such written substantiation shall be borne by the Sheriff sOffice.

ARTICLE 23: SERVICE-CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the county's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to N RS 616 or 617, a supplemental amount from the county will be provided which would cause the total amount received by the employee from the service- connected disability and the county to equal

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his/her wages at the time of his/her disability.

The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the county.

- 2. It is the intent of the County to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section I of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the County Treasurer.
- 3. If an employee who is entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the county as provided by NRS 281.390. If the employee is receiving no compensation for time missed from work though the workers' compensation program, the employee must use leave benefits to fully account for any absence.
- 4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work though the workers compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the employee's sick and annual leave, provided that the employee has so elected to use his/her annual leave as sick leave, the employee's compensation will be limited to that provided by NRS 617 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the HR Personnel-Director, exceptions to this Article may be approved by the county manager.
- 5. As a result of a licensed physician's evaluation and prognosis. it appears that the employee will not return to his/her regular county job within a 12-month period, the county may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 45 Grievance Procedures.

ARTICLE 24: PAYROLL DEDUCTION

- 1. The County shall deduct dues from the salaries of Union members and pay over to the proper officer of the Union the money so collected on a monthly basis. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the Employee for whom the deduction will be made.
- 2. The Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, and all other forms of liability, which might arise out of or by reason of action taken under the provisions of this Article.
- 3. The Union shall certify to the County, in writing, the current rate of membership dues. The County will be notified of any change in the rate of membership dues, in writing, thirty (30) days prior to the effective date of such change.

ARTICLE 25: PRACTICES

- 1. Date of hire is the first day actually worked.
- 2. Initial Probationary Period: Probationary periods are considered a continuation of the selection process and apply to all initial appointments. All classifications covered by this Agreement shall

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undergo a probationary period of one year from the date of hire.

- a. Time which elapses between an offer of employment and the date the employee begins working. unpaid leave, or other separations shall not be considered working time.
- 3. Rejection During Initial Probation: The Sheriff may terminate (reject) a probationary Employee at any time during the probationary period without the right of appeal in any mann.er and without recourse to the grievance procedure of this Agreement; except when the Employee alleges and substantiates in writing that the termination was due to discrimination on the basis of race, religion, color, national origin, sex. sexual orientation, age, disability, pregnancy, ancestry, veteran's status, domestic partnership, genetic information. gender identity or expression, political affiliation, membership in Nevada National Guard, or union affiliation. Grievances based on allegations of discrimination shall be processed pursuant to Article 20 of this Agreement and filed directly at Level 2 with the Sheriff within ten (10) days of the notice of termination.
- 4. The Sheriff shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.

ARTICLE 26: DRUG AND ALCOHOL-FREE WORKPLACE

- 1. Drug and Alcohol-Free Workplace & Reasonable Suspicion Drug Testing: Employees agree to abide by Storey County Policy and Procedure Number 206 Drug and Alcohol- Free Workplace.
- Reasonable Suspicion Drug and Alcohol Testing will he conducted in accordance with Storey County Policy and Procedure Number 206 - Drug and Alcohol-Free Workplace and Storey County Policy and Procedure Number 206A - Vehicle Operators Drug and Alcohol Policy, as appropriate.
- 3. Weapons / Use of Deadly Force Incident: Each Employee who accidentally discharges a firearm while on duty or applies deadly force against a human being will be tested for drugs and alcohol as soon as possible after the incident.
 - a. An Employee who is subject to a post-accident/incident test must remain readily available for testing. An Employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Further, the Employee, subject to a post-accident/incident test, must refrain from consuming alcohol for eight (8) hours following the accident/incident or until the Employee submits to an alcohol test, whichever comes first. An Employee who consumes alcohol within eight (8) hours following the accident/incident or before submitting to an alcohol test, whichever comes first. shall be subject to discipline, up to and including termination.

ARTICLE 27: SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties agree that, in the event that any provision(s) of this Agreement are finally held or determined to be illegal or void as being in contravention of such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect unless the provision(s) so found to be void cannot be separated from the provision(s) of this Agreement held to be legal. Upon such finding of illegality and nullity, the parties shall promptly meet to enter into lawful negotiations concerning the substance of the provision(s) found to be illegal and void.

ARTICLE 28: ADOPTION AND AMENDMENT PROCEDURE

This Agreement shall be deemed adopted and binding upon execution by authorized representatives of the Union and the County. The provisions of this Agreement shall not be altered, amended, or added to except by the mutual written agreement of the County and the Union. Either party may request to the other to consider changes in provisions of the Agreement: such request shall be in writing.

STOREY COUNTY

STOREY COUNTY SHERIFF'S OFFICE EMPLOYEES' ASSOCIATION

Clay Mitchell Storey County Commission Christopher Hamblin, President SCSO Employees' Association

Jay Carmona Storey County Commission Mike Simons, Vice President SCSO Employees' Association

Lance Gilman Storey County Commission Stan Glowniak, Secretary SCSO Employers Association

Joeseph Welch, Treasurer SCSO Employer's Association

Approved as to from:

Anne Langer, District Attorney

APPENDIX A: WAGE AND STEP SCHEDULE

(2023 – 2024 2020 – 2023 Collective Bargaining Agreement Between SCSOEA & Storey County)

Article 7 Compensation.

	Wage and Step Schedule									
Class & Year	Merit Steps General									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Deputy	46,525	49,084	51,783	54,632	57,636	60,806	64,151	67,679	71,401	75,328
	55,952	59,029	62,276	65,701	69,315	73,127	77,149	81,392	85,869	90,592
Corporal	4 9,461	52,181	55,051	58,079	61,274	64,644	68,199	71,950	75,907	80,082
	57,869	61,052	64,410	67,953	71,690	75,633	79,793	84,181	88,811	93,696
Sergeant	53,347	56,281	59,377	62,642	66,088	69,722	73,577	73,557	81,871	86,374
	62,416	65,849	69,471	73,291	77,322	81,575	86,062	90,795	95,798	101,057

Appendix B: Steps, Grades, and Movements

General Provisions

- 1. Effective the first day of the first full pay period in July, all subject employees located at steps 10, 11, 12. and 13, will be placed into the new step 10 of the 2020-2023 pay chart and will be capped at that step.
- 2. The anniversary date for each employee will remain unchanged by the chart movements described in this article.
- 3. This agreement becomes effective July 1, 2020, at 12:01 a.m. Employees who have anniversary dates on July 1 of the 2020-2023 contract will be placed into their next merit step. Wage chart adjustments described in this agreement become effective on the first full pay period of July 2020.
- 4. There is one pay chart in this agreement, and it is contained in Appendix A.
- 5. The term "hired" means hired into the bargaining unit subject to this agreement.
- 6. Employees hired into the bargaining unit may advance no further than step 10 in the chart. Step 10 in the chart is the "cap" for those employees. The following is placing the few subject employees at the correct steps based on the correct hire date.
 - a. Effective the first day of the first full pay period in July, an employee hired on January 13, 2017, who is currently at a step 6 in the 2017-2020 contract will have their pay frozen at their current annual base rate until their next anniversary date, at which point they will be placed at step 5 in the 2020-2023 contract, providing that they receive a satisfactory evaluation score.
 - b. Effective the first day of the first full pay period in July. an employee hired on January 23, 2019, who is currently at a step 3 in the 2017-2020 pay chart will be placed at step 2 in the 2020-2023 pay chart. This employee is not capped and will advance to step 3 at his/her next anniversary date, providing that they receive a satisfactory evaluation score.
 - c. Effective the first day of the first full pay period in July. an employee hired on January 23. 2019, who is currently at a step 4 in the 2017-2020 contract will have their pay frozen at their current annual base rate until their next anniversary date. at which point they will be placed at step 3 in the 2020-2023 contract, providing that they receive a satisfactory evaluation score.

Sheriff Union CBA

Year 1 cost of CBA

Fully Staffed

<u>Wages/Benefits</u>			Longevity Bonus			<u>Uniforms</u>			Firearms						
	Current budgeted	Proposed chart	Increased Cost	Current	Proposed	Increased		Current	Proposed	Increased Cost		Current	Proposed	Increased Cost	Total Costs
Salary	2,389,684.23	2,737,052.30	347,368.07	0.00	27,500	27,500		1,100.00	1,460.00	360.00		400.00	550.00	150.00	
Overtime	89,438.54	105,356.42	15,917.88					Fully Sta	ıffed	32	_	open po	ositions	14	
PERS	1,163,124.08	1,338,715.91	175,591.83							11,520.00				2,100.00	
Medicare	35,475.31	40,742.95	5,267.65				Vest	800	1100						
PACT	229,645.14	229,645.14	-				Gran	it reimb.	550						
Soc Sec	-	-	-					800	550	-250					
Insurance	942,340.67	942,340.67	-					14 new plus	6 replace	20					
										\$ (5,000)					
Total	4,851,257.96	5,395,403.39	544,145.43			27,500				6,520.00				2,100.00	580,265.43
_			11%												

Current Staff - For Reference ONLY Current budgeted Proposed chart Increased Cost 1,046,657.11 1,246,016.40 199,359.30 Salary Overtime 41,866.28 49,840.66 7,974.37 PERS 523,328.55 623,008.20 99,679.65 Medicare 15,176.53 18,067.24 2,890.71 PACT -Soc Sec -Insurance -4,851,257.96 5,395,403.39 309,904.02 Total



Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 0-5				
BOCC Meeting					
Agenda Item Type: Discussion/Possible Action					

- <u>Title:</u> For Consideration and possible approval of business license second readings:
- A. ADInvestigations Home Based / 197 S. L St. ~ Virginia City, NV
- B. BLC Builders LLC Contractor / 1000 Riverberry Dr. ~ Reno, NV
- C. Lendrum Consulting Out of County / 210 Tangerine Dr. ~ Buda, TX
- D. Leonard Electrical Industries LLC Contractor / 3444 Careggi Ct. ~ Sparks, NV
- **<u>Recommended motion:</u>** Approval
- **<u>Prepared by:</u>** Ashley Mead

Department: Contact Number: 7758470966

- <u>Staff Summary:</u> Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact: None
- Legal review required: False
- <u>Reviewed by:</u>
 - ____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

Board Action:

[] Approved	[] Approved with Modification
[] Denied	[] Continued

Storey County Community Development

(775) 847-0966 ~ Fax (775) 847-0935 CommunityDevelopment@storeycounty.org

To: Jim Hindle, Clerk's office Austin Osborne, County Manager

110 Toll Road ~ Gold Hill Divide P O Box 526 ~ Virginia City NV 89440

> March 13, 2023 Via Email

Fr: Ashley Mead

Please add the following item(s) to the March 21, 2023 **SECOND READINGS:**

COMMISSIONERS Consent Agenda:

- A. ADInvestigations Home Based / 197 S. L St. ~ Virginia City, NV
- B. BLC Builders LLC Contractor / 1000 Riverberry Dr. ~ Reno, NV
- C. Lendrum Consulting Out of County / 210 Tangerine Dr. ~ Buda, TX
- D. Leonard Electrical Industries LLC Contractor / 3444 Careggi Ct. ~ Sparks, NV

Ec: Community Development Commissioner's Office

Planning Department Comptroller's Office

Sheriff's Office





Board of Storey County Commissioners Agenda Action Report

Meeting date: 3/21/2023 10:00 AM -	Estimate of Time Required: 5 mins			
BOCC Meeting				
Agenda Item Type: Discussion/Possible Action				

- <u>**Title:**</u> Approval of second reading for a Home Based Business License Viper Family Security, located at 3200 Cartwright Rd. Reno, NV 89521. Applicants are Annette Woollard and Steve Oneil.
- <u>Recommended motion:</u> I (insert name) motion to approve the second reading for a Home Based Business License Viper Family Security, located at 3200 Cartwright Rd. Reno, NV 89521. Applicants are Annette Woollard and Steve Oneil.
- <u>Prepared by:</u> Brandy Gavenda

Department: Contact Number: 7758470959

- <u>Staff Summary:</u> Approval of second reading for a Home Based Business License -Viper Family Security, located at 3200 Cartwright Rd. Reno, NV 89521. Applicants are Annette Woollard and Steve Oneil.
- **<u>Supporting Materials:</u>** See attached
- Fiscal Impact:
- Legal review required: False
- <u>Reviewed by:</u>

____ Department Head

Department Name:

County Manager

Other Agency Review: _____

Board Action:

[] Approved	[] Approved with Modification
[] Denied	[] Continued



Storey County Board of County Commissioners Agenda Action Report

Meeting date: March 21, 2022

Estimate of time required:

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. <u>Title</u>: Approval of 2nd reading for a Home Based Business License – Viper Family Security, located at 3200 Cartwright Rd. Reno, NV 89521. Applicants are Annette Woollard and Steve Oneil.

2. **Recommended motion:** I (insert name) motion to approve the 2nd reading for a Home Based Business License – Viper Family Security, located at 3200 Cartwright Rd. Reno, NV 89521. Applicants are Annette Woollard and Steve Oneil.

3. Prepared by: Brandy Gavenda, Admin. Asst. II

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

- Staff summary: Approval of 2nd reading for a Home Based Business License Viper Family Security, located at 3200 Cartwright Rd. Reno, NV 89521. Applicants are Annette Woollard and Steve Oneil.
- 5. Supporting materials:
- 6. Fiscal impact: None

	Funds Available:	Fund	Comptroller				
7.	Legal review required:	District Attorney					
8.	<u>Reviewed by</u> : _X_ Department Head	Depart	ment Name: Sheriff's Office, Asst. Sheriff Kern				
	County Manager		Other agency review:				
9.	Board action: [] Approved [] Denied	[]	Approved with Modifications Continued				

Agenda Item No.